

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregorys Coffee Trade LLC		02/17/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Argosy Credit Partners II, L.P.		
Street Address:	950 West Valley Road		
Internal Address:	Suite 2900		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Argosy Credit Partners II Annex Fund, L.P.		
Street Address:	950 West Valley Road		
Internal Address:	Suite 2900		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5527364		
Registration Number:	5117461		
Registration Number:	4445463	GREGORYS COFFEE	
Registration Number:	5953457	GREGULAR	
Registration Number:	4373967		
Registration Number:	6260355		
Registration Number:	4319271	SEE COFFEE DIFFERENTLY	
Registration Number:	5874281	SEE COFFEE DIFFERENTLY	
CORRESPONDENCE DATA			
Fax Number:	6098961469		

OP \$215.00 5527364

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2152992081
Email: ipdocket@foxrothschild.com
Correspondent Name: Christopher D. Olszyk, Jr.
Address Line 1: 997 Lenox Drive, Bldg. 3
Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

ATTORNEY DOCKET NUMBER:	162863.00023
NAME OF SUBMITTER:	Christopher D. Olszyk, Jr.
SIGNATURE:	/CDO/
DATE SIGNED:	02/20/2022

Total Attachments: 5

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source=GREGORY'S COFFEE TRADE LLC - Fully Executed Trademark Security Agreement(130896244.1)#page2.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of February 17, 2022, is made by **GREGORYS COFFEE TRADE LLC**, a New York limited liability company ("Grantor"), with an address of 874 Sixth Avenue, New York, NY 10001, in favor of **ARGOSY CREDIT PARTNERS II, L.P.**, a Delaware limited partnership, and **ARGOSY CREDIT PARTNERS II ANNEX FUND, L.P.**, a Delaware limited partnership (collectively with their successors and assigns, "Lender"), with an address of 950 West Valley Road, Suite 2900, Wayne, PA 19087, and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Agreement"), by and among Grantor, Gregorys Coffee, Inc. and the other Gregorys' Subsidiaries (as defined in the "Agreement") and Lender.

WHEREAS, pursuant to that certain term loan in the maximum amount of FOUR MILLION FORTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND FORTY-FOUR CENTS (\$4,044,828.44) (the "Loan") set forth in the Agreement and the other Loan Documents (as defined in the Agreement), the Lender has extended and may extend certain loans and other financial accommodations to Grantor;

WHEREAS, as security for Grantor's obligations arising under the Agreement and the other Loan Documents, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the trademarks set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender. Upon repayment of the Loan in full, Lender shall take all actions necessary to cause any such lien to be released, including, without limitation, making such filings with the USPTO to evidence the release of Lender's lien and security interest in and to the Trademarks and the Trademark Collateral.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Agreement and the other Loan Documents. The provisions of the Agreement and the other Loan Documents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GREGORYS COFFEE TRADE LLC, as Grantor

By: Gregorys Coffee, Inc., its sole member

By:  _____

Name: Gregory Zamfotis

Title: CEO and President

AGREED TO AND ACCEPTED:

ARGOSY CREDIT PARTNERS, L.P. ,
as Lender

By: Argosy Credit Partners II, GP, LLC, its general partner

By: _____

Name: *Mark Hall*

Title: *President*

ARGOSY CREDIT PARTNERS II ANNEX FUND, L.P.,
as Lender

By: Argosy Credit Partners II, GP, LLC, its general partner

By: _____

Name: *Mark Hall*

Title: *President*

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT