

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LA COLOMBE TORRÉFACTION, INC.		09/13/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Eldridge Corporate Funding LLC, as Agent		
Street Address:	600 STEAMBOAT ROAD		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2349181	LA COLOMBE TORREFACTION	
Registration Number:	4298289	LACOLOMBE PURE BLACK COFFEE	
Registration Number:	4497085		
Registration Number:	4615882	LA. COLOMBE COFFEE ROASTERS	
Registration Number:	4639311	FARM ASSIST	
Registration Number:	4681893	LA COLOMBE	
Registration Number:	4733874	5 PRINCIPLES	
Registration Number:	4754065	STRICTLY EARTH CONSCIOUS	
Registration Number:	4722624	LA COLOMBE COFFEE ROASTERS	
Registration Number:	4917497	LA COLOMBE WORKSHOP	
Registration Number:	5478243	LA COLOMBE DRAFT LATTE	
Registration Number:	6646125	LA COLOMBE COFFEE EVER WILD	
Registration Number:	6644344	LA COLOMBE WORKSHOP COFFEES	
Registration Number:	6644337	LA COLOMBE WORKSHOP COFFEES	
Registration Number:	6396670	LA COLOMBE COFFEE PHOCEA	
Registration Number:	6396669	LA COLOMBE COFFEE MONACO	
Registration Number:	6396668	LA COLOMBE COFFEE NIZZA	
Registration Number:	6396667	LA COLOMBE COFFEE MONTE CARLO	
Registration Number:	6396666	LA COLOMBE COFFEE CORSICA	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	6154457	LA COLOMBE HARD COLD BREW COFFEE
Registration Number:	6025217	LA COLOMBE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 093912-10050

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 10/21/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 13, 2022, is made by the Persons listed on the signature pages hereof (the “Grantor”) in favor of Eldridge Corporate Funding LLC, as collateral agent (the “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, the Grantor and the Agent are parties to that certain Loan Agreement dated as of September 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Loan Agreement”), among LA COLOMBE TORRÉFACTION, INC., as borrower, the guarantors party thereto from time to time, the lenders party thereto from time to time (the “Lenders”) and the Agent;

WHEREAS, as a condition precedent to the entering into of the Loan Agreement and the maintaining and making of the Loans by the Lenders, the Grantor has executed and delivered that certain Security Agreement dated as of September 13, 2022 made by, *inter alios*, the Borrower, the Grantor and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantor have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO and the USCO;

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

SECTION 1. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by the Grantor of all present and future Secured Obligations, the Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in or to any and all of the following properties and assets of the Grantor and all powers and rights of the Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the “IP Collateral”):

(A) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in Excluded Trademarks), together with the goodwill symbolized thereby (the “Trademarks”);

(C) the copyright registrations and applications owned or exclusively licensed as set forth in Schedule C hereto (the “Copyrights”); and

(D) any and all licenses to any of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, the Canadian Intellectual Property Office and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted in the Collateral to the Agent pursuant to this IP Security Agreement, the obligation of the Grantor to deliver possession or control of any Collateral to the Agent and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of September 13, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the Obligors (as defined therein), the Agent, Firsttrust Bank and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

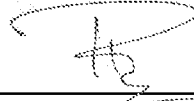
GRANTOR:

LA COLOMBE TORRÉFACTION, INC.

By: DocuSigned by:
Charles Chupein
Name: Charles Chupein
Title: President

The Agent:

**ELDRIDGE CORPORATE FUNDING LLC, as
collateral agent**



By: _____




Name: Todd L. Boehly


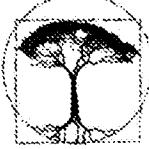

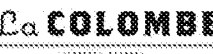

Title: Chief Executive Officer

SCHEDULE A**PATENTS**




Owner	Title	Jurisdiction	Filing Date	Patent / Publication No.	App. No.	Status
LA COLOMBE TORRÉFAC TION, INC.	Coffee brewing device with manual siphon and method of brewing	USA	7/14/2014	9,345,359	14/330,763	Live
LA COLOMBE TORRÉFAC TION, INC.	Foaming pressurized beverage	USA	12/29/2015	10,051,874	14/982,583	Live
LA COLOMBE TORRÉFAC TION, INC.	Filling System for a Textured Beverage	USA	5/25/2018	2018-0338509	15/989,563	Abandoned
LA COLOMBE TORRÉFAC TION, INC.	FOAMING PRESSURIZED BEVERAGE	USA	8/4/2020	10,729,151	14/982,583	Live
LA COLOMBE TORRÉFAC TION, INC.	FOAMING PRESSURIZED BEVERAGE	USA	1/19/2021	10,893,683	14/982,583	Live
LA COLOMBE TORRÉFAC TION, INC.	FOAMING PRESSURIZED BEVERAGE	USA	11/16/2020		17/098,778	Live




SCHEDULE B
TRADEMARKS

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE TORREFACTION	USA	74642353	3/6/1995	2349181	5/16/2000	Live
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE PURE BLACK COFFEE	USA	85703851	8/15/2012	4298289	3/5/2013	Live
LA COLOMBE TORRÉFACTION, INC.	 (Figure of flying dove with twig Design)	USA	85869318	3/7/2013	4497085	3/18/2014	Live
LA COLOMBE TORRÉFACTION, INC.	BIKES TO RWANDA	USA	85675600	7/12/2012	4345639	6/4/2013	Abandoned
LA COLOMBE TORRÉFACTION, INC.	CORSICA	USA	74653882	3/30/1995	1960217	3/5/1996	Abandoned
LA COLOMBE TORRÉFACTION, INC.	 (L.A. COLOMBE COFFEE ROASTERS & Dove Design)	USA	85880769	3/20/2013	4615882	10/7/2014	Live
LA COLOMBE TORRÉFACTION, INC.	 (FARM ASSIST & Design)	USA	85880798	3/20/2013	4639311	11/18/2014	Live

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE	USA	86324848	6/30/2014	4681893	2/3/2015	Live
LA COLOMBE TORRÉFACTION, INC.	 (5 PRINCIPLES &Design)	USA	85880753	3/20/2013	4733874	5/12/2015	Live
LA COLOMBE TORRÉFACTION, INC.	STRICTLY  EARTH CONSCIOUS (STRICTLY EARTH CONSCIOUS &Design)	USA	85880782	3/20/2013	4754065	6/16/2015	Live
LA COLOMBE TORRÉFACTION, INC.	 (LA COLOMBE COFFEE ROASTERS &Design)	USA	86343424	7/21/2014	4809947	9/8/2015	Abandoned
LA COLOMBE TORRÉFACTION, INC.	 (LA COLOMBE COFFEE ROASTERS &Design)	USA	86322470	6/27/2014	4722624	4/21/2015	Live
LA COLOMBE TORRÉFACTION, INC.	 (LA COLOMBE TORREFACTION &Design)	USA	86321651	6/26/2014	4695097	3/3/2015	Abandoned

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LA COLOMBE TORRÉFACTION, INC.	 (LA COLOMBE TORREFACTION & Design)	USA	86321634	6/26/2014	4691583	2/24/2015	Abandoned
LA COLOMBE TORRÉFACTION, INC.	 (LA COLOMBE WORKSHOP & Design)	USA	86509772	1/21/2015	4917497	3/15/2016	Live
LA COLOMBE TORRÉFACTION, INC.	 LA COLOMBE DRAFT LATTE (LA COLOMBE DRAFT LATTE & Design)	USA	87091577	7/1/2016	5478243	5/29/2018	Live
LA COLOMBE TORRÉFACTION, INC.	 LA COLOMBE EVER WILD	USA	90664827	4/22/2021	6646125	2/15/2022	Live
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE WORKSHOP COFFEES	USA	90588099	3/18/2021	6644344	2/15/2022	Live
LA COLOMBE TORRÉFACTION, INC.	 LA COLOMBE WORKSHOP COFFEES	USA	90588068	3/18/2021	6644337	2/15/2022	Live
LA COLOMBE TORRÉFACTION, INC.	 LA COLOMBE MONACA	USA	90330410	11/19/2020	6396670	6/22/2021	Live
LA COLOMBE TORRÉFACTION, INC.	 LA COLOMBE MONACA	USA	90330378	11/19/2020	6396669	6/22/2021	Live

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LA COLOMBE TORRÉFACTION, INC.		USA	90330350	11/19/2020	6396668	6/22/2021	Live
LA COLOMBE TORRÉFACTION, INC.		USA	90330321	11/19/2020	6396667	6/22/2021	Live
LA COLOMBE TORRÉFACTION, INC.		USA	90330283	11/19/2020	6396666	6/22/2021	Live
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE HARD COLD BREW COFFEE	USA	88451092	5/29/2019	6154457	9/15/2020	Live
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE	USA	88288360	2/4/2019	6025217	3/31/2020	Live
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE BOWERY	USA	90835830	7/19/2021	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	DRAFT LATTE	USA	87091621	7/1/2016	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	DRAFT LATTE	USA	87091600	7/1/2016	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	DRAFT LATTE	USA	87091583	7/1/2016	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	AMERICA DESERVES BETTER COFFEE	USA	87471666	6/1/2017	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE AMERICA DESERVES BETTER COFFEE	USA	87213734	10/24/2016	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	DRAFT LATTE	USA	87091606	7/1/2016	N/A	N/A	Abandoned

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LA COLOMBE TORRÉFACTION, INC.		USA	86667133	6/18/2015	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.		USA	86321699	6/26/2014	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.		USA	86321664	6/26/2014	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	FIVE DEGREES	USA	85194433	12/9/2010	4040930	10/18/2011	Abandoned
LA COLOMBE TORRÉFACTION, INC.	FIVE DEGREES	USA	85194421	12/9/2010	3981666	6/21/2011	Abandoned
LA COLOMBE TORRÉFACTION, INC.	PURE BLACK	USA	85369910	7/13/2011			Abandoned
LA COLOMBE TORRÉFACTION, INC.	PURE BLACK COFFEE	USA	85369906	7/13/2011	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	OFFICINE VITTORIA	USA	85175374	11/12/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	FULL CIRCLE BOLD	USA	85175363	11/12/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	FULL CIRCLE NECTAR	USA	85175354	11/12/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	FULL CIRCLE BLEND	USA	85175327	11/12/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	FULL CIRCLE COFFEE	USA	85175321	11/12/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	FULL CIRCLE	USA	85175309	11/12/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	PRODUCT BASED PHILANTHROPY	USA	85153470	10/15/2010	N/A	N/A	Abandoned

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LA COLOMBE TORRÉFACTION, INC.	BLACK SPARROW	USA	85035532	5/11/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	BLACK SPARROW ROASTERS	USA	85035527	5/11/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	BLACK SPARROW COFFEE ROASTERS	USA	85035522	5/11/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	BLACK SPARROW COFFEE	USA	85035508	5/11/2010	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	NIZZA	USA	74653550	3/30/1995	1976276	5/28/1996	Abandoned
LA COLOMBE TORRÉFACTION, INC.	MONTE CARLO	USA			1971177	4/30/1996	Abandoned
LA COLOMBE TORRÉFACTION, INC.	LA COLOMBE	USA	74642354	3/6/1995	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	LACOLOMBE DANGEROUS GROUNDS	USA	85757814	10/18/2012	N/A	N/A	Abandoned
LA COLOMBE TORRÉFACTION, INC.	DANGEROUS GROUNDS	USA	85757795	10/18/2012	N/A	N/A	Abandoned

SCHEDULE C
COPYRIGHTS

Nil.