

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM804654

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment of Security Interest
RESUBMIT DOCUMENT ID:	900750524

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARIBOU COFFEE COMPANY, INC.		12/08/2015	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	GOLDEN FLEECE BEVERAGES, INC.
Street Address:	PO BOX 248
City:	FRASER
State/Country:	MICHIGAN
Postal Code:	48026
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4546888	TEAPPUCCINO
Registration Number:	4813386	TEA-ÑA COLADA
Registration Number:	4299388	TEAMOSA
Registration Number:	4346454	RED VELVET
Registration Number:	4346452	MOJITEA
Registration Number:	4346073	PUMPKIN CHAI
Registration Number:	4104572	TEA + INGREDIENTS WITH PURPOSE
Registration Number:	4808866	MANGO MATECCINO
Registration Number:	3065190	SMOOTEA
Registration Number:	3856138	LOYALTEA
Registration Number:	3711430	VALENTEA PASSION
Registration Number:	3711431	WHITE TEA ACAI SQUEEZE
Registration Number:	3711457	HIBISCUS STEAMER
Registration Number:	3711428	CAROLINA HONEY
Registration Number:	3704625	TEA SPARKLE
Registration Number:	3704624	TEA SANGRIA
Registration Number:	3704622	TEA SQUEEZE
Registration Number:	3598240	CHARITEA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3672569	GREEN TEA GINGER TWIST
Registration Number:	3869064	WHITE FROSTEA
Registration Number:	3539708	
Registration Number:	3498430	ARGO TEA
Registration Number:	3498428	ARGO

CORRESPONDENCE DATA

Fax Number: 3129855999
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: 3129855558
Email: ipdocket@clarkhill.com
Correspondent Name: David J. Marr
Address Line 1: 130 East Randolph Street
Address Line 2: Suite 3900
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	J9987.437272
NAME OF SUBMITTER:	David J. Marr
SIGNATURE:	/David J. Marr/
DATE SIGNED:	04/20/2023

Total Attachments: 9
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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARIBOU COFFEE COMPANY, INC.		01/15/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	GOLDEN FLEECE BEVERAGES, INC.		
Street Address:	PO BOX 248		
City:	FRASER		
State/Country:	MICHIGAN		
Postal Code:	48026		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
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Registration Number:	4813386	TEA-ÑA COLADA	
Registration Number:	4299388	TEAMOSA	
Registration Number:	4346454	RED VELVET	
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Registration Number:	3539708	
Registration Number:	3498430	ARGO TEA
Registration Number:	3498428	ARGO

CORRESPONDENCE DATA	
Fax Number:	3129855999
Phone:	3129855558
Email:	ipdocket@clarkhill.com
<i>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.</i>	
Correspondent Name:	David J. Marr
Address Line 1:	130 East Randolph Street
Address Line 2:	Suite 3900
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	J9987.437272
NAME OF SUBMITTER:	David J. Marr
Signature:	/David J. Marr/
Date:	02/15/2023

Total Attachments: 6	
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RECEIPT INFORMATION	
ETAS ID:	TM787107
Receipt Date:	02/15/2023
Fee Amount:	\$590

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SHORT FORM TRADEMARK SECURITY INTEREST ASSIGNMENT

This Short Form Trademark Security Interest Assignment Agreement (this "Assignment") is entered into by and between Caribou Coffee Company, Inc., a Minnesota corporation with offices located at 3900 Lakebreeze Ave N. Minneapolis, MN 55429 (the "Assignor") and Golden Fleece Beverages, Inc., a Delaware corporation (the "Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties." Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Assignment and Assumption (defined below).

- A. Pursuant that certain Credit Agreement dated as of December 8, 2015 (the "Credit Agreement"), Assignor extended credit to Argo Tea, Inc. ("Argo Tea") and/or certain affiliates.
- B. In connection with the Credit Agreement, Argo Tea executed and delivered to Assignor that certain Guaranty and Collateral Agreement dated as of December 8, 2015 (the "Security Agreement"), pursuant to which Argo Tea granted to Assignor a security interest in substantially all of the assets of Argo Tea, including without limitation, all right, title and interest of Argo Tea in, to and under all then owned and thereafter acquired trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications and all extensions and renewals of the foregoing (the "Trademarks") together with the goodwill of the business symbolized by Argo Tea's Trademarks, and all products and proceeds thereof, including, but not limited to, the Trademarks identified on Schedule A attached hereto (the "Trademark Security Interest").
- C. Pursuant to the Security Agreement, Assignor entered into that certain Trademark Security Agreement dated as of December 8, 2015, which was recorded with the United States Patent Office (the "USPTO") on a date even therewith, at Reel/Frame 5684/0788.
- D. Assignor and Assignee are parties to the Assignment and Assumption Agreement, executed by the Parties as of January 15, 2020 (the "Assignment and Assumption"), pursuant to which Assignee irrevocably purchased and assumed from the Assignor, as of the Closing Date, all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to all of the outstanding principal and accrued interest as of the Closing Date under the Term Loan (including any Lien created thereby).
- E. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark Security Interest and to allow Assignee to file this Assignment with the USPTO and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Trademark Security Interest from Assignor to Assignee.
- F. Immediately after giving effect to the transfer of the Trademark Security Interests from Assignor to Assignee the Assignee will have full possession of the entire right, title, and interest in and to the Trademark Security Interest.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Assignment and Assumption, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor, hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark Security Interest.

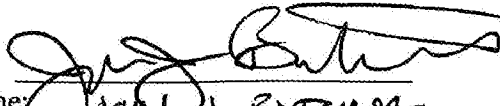
2. Recordation. Assignor authorizes the USPTO, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark Security Interest. Assignor shall, at Assignee's request and reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
3. Acknowledgment. The Parties hereby further acknowledge and affirm that the rights of Assignor and Assignee with respect to the Trademark Security Interest assigned hereby are more fully set forth in the Assignment and Assumption. In the event of any conflict between the terms of this Assignment and the terms of the Assignment and Assumption, the terms of the Assignment and Assumption shall govern.
4. Counterparts. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.
5. Governing Law. This Assignment will be governed by and construed in accordance with the internal Laws of the State of New York without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

CARIBOU COFFEE COMPANY, INC.

By: 
Name: JOHN J. BUTCHER
Title: CEO, PRESIDENT

ASSIGNEE

GOLDEN FLEECE BEVERAGES, INC.

By: _____
Name: _____
Title: _____

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

CARIBOU COFFEE COMPANY, INC.

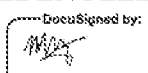
By: _____

Name:

Title:

ASSIGNEE

GOLDEN FLEECE BEVERAGES, INC.


By:  _____

Name: Arsen Avakian

Title: President

Schedule A

TRADEMARKS

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
TEAPPUCCINO	US	86070769	09/20/2013	4546888	06/10/2014
TEA-ÑA COLADA	US	86006930	07/10/2013	4813386	09/15/2015
TEAMOSA	US	85660243	06/25/2012	4299388	03/05/2013
RED VELVET	US	85747177	10/05/2012	4346454	06/04/2013
MOJITEA	US	85747125	10/05/2012	4346452	06/04/2013
PUMPKIN CHAI	US	85734181	09/20/2012	4346073	06/04/2013
TEA + INGREDIENTS WITH PURPOSE	US	85296485	04/15/2011	4104572	02/28/2012
MANGO MATECCINO	US	85747226	10/05/2012	4808866	09/08/2015
SMOOTEA	US	78457650	07/27/2004	3065190	03/07/2006
LOYALTEA	US	77929396	02/05/2010	3856138	10/05/2010
VALENTEA PASSION	US	77666479	02/09/2009	3711430	11/17/2009
WHITE TEA ACAI SQUEEZE	US	77666530	02/09/2009	3711431	11/17/2009
HIBISCUS STEAMER	US	77674631	02/20/2009	3711457	11/17/2009
CAROLINA HONEY	US	77666406	02/09/2009	3711428	11/17/2009
TEA SPARKLE	US	77666597	02/09/2009	3704625	11/03/2009
TEA SANGRIA	US	77666588	02/09/2009	3704624	11/03/2009
TEA SQUEEZE	US	77666352	02/09/2009	3704622	11/03/2009
CHARITEA	US	77553770	08/22/2008	3598240	03/31/2009
GREEN TEA GINGER TWIST	US	77666568	02/09/2009	3672569	08/25/2009
WHITE FROSTEA	US	77666390	02/09/2009	3869064	11/02/2010
	US	77375773	01/18/2008	3539708	12/02/2008
ARGO TEA	US	77373558	01/16/2008	3498430	09/09/2008
ARGO	US	77373439	01/16/2008	3498428	09/09/2008
ARGO	Algeria	121228	04/05/2012	82190	04/05/2012
ARGO	Bahrain	92585	06/19/2012	82190	06/19/2012

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
ARGO TEA	Canada	1693376	09/11/2014	TMA980439	09/13/2017
ARGO	Jordan	123290	04/03/2012	123290	04/01/2013
ARGO	Kuwait	134569	11/07/2012	134569	09/22/2013
ARGO	Lebanon	4366	05/15/2012	143044	05/21/2012
ARGO	Oman	73798	11/04/2012	73798	03/19/2013
ARGO	Qatar	75439	06/18/2012	75439	06/18/2012
ARGO	Saudi Arabia	143307116	04/30/2012	1441/11	05/15/2013
ARGO	Turkey	2012/32042	04/04/2012	2012/32042	04/04/2012
ARGO TEA CAFE	United Arab Emirates	210438	04/23/2014	210438	10/12/2017
ARGO	United Arab Emirates	171813	04/09/2012	171813	11/19/2013
ARGO	WIPO (Designations: China, European Union- EUTM, India, Japan, Republic of Korea, Russia)	1186822	11/15/2013	1186822	11/15/2013

900750524 02/15/2023

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ETAS ID: TM787107

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NATURE OF CONVEYANCE:	Assignment of Security Interest

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Registration Number:	3704622	TEA SQUEEZE
Registration Number:	3598240	CHARITEA
Registration Number:	3672569	GREEN TEA GINGER TWIST

TRADEMARK

RECORDED: 02/15/2023

REEL: 008077 FRAME: 0460