

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DUTCH BROS., LLC		08/04/2023	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn, Floor L2, Suite IL1-1145		
<b>Internal Address:</b>	Middle Market Servicing		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97725837	DUTCH BROS	
<b>Serial Number:</b>	97725832	DUTCH BROS COFFEE	
<b>Serial Number:</b>	97725818	DUTCH BROS COFFEE	
<b>Serial Number:</b>	97571403	PAY. EARN. PARTY.	
<b>Serial Number:</b>	97682739	WINTER GLOW	
<b>Serial Number:</b>	97760629	DUTCH BROS COFFEE	
<b>Serial Number:</b>	97393640	REBEL	
<b>Serial Number:</b>	97895961	DUTCH BROS COFFEE	
<b>Serial Number:</b>	90776708	DUTCH BROS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127018637		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		

CH \$240.00 97725837

<b>ATTORNEY DOCKET NUMBER:</b>	21671228
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	08/07/2023

**Total Attachments: 8**

source=06. JPM\_Dutch Bros - Trademark Security Agreement (Amendment No.1)(Executed)(755530357.3)#page1.tif  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of August 4, 2023 is among DUTCH BROS., LLC, an Oregon limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, “Administrative Agent”) on behalf of the Lenders and the other Secured Parties (as defined in the Security Agreement, defined below).

WITNESSETH

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of February 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrowers;

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated as of February 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other Loan Parties party thereto, and Administrative Agent; and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

**Section 1. Definitions.** Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Trademarks, Internet domain names, Trade Secrets and IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, all foreign counterparts thereto, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 2. Grant of Security Interest in the Collateral.** The Grantor grants and regrants, as applicable, to Administrative Agent for the benefit of the Secured Parties a

continuing lien on and security interest in all of the following property of the Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “Trademarks” means (a) all rights, title and interests in trademarks, trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and all related IP Ancillary Rights), and the goodwill associated therewith, now existing or hereafter adopted or acquired, including all registrations and recordations thereof, and all applications in connection therewith, registered or submitted with the United States Patent and Trademark Office or any similar office or agency outside the United States; and (b) all renewals thereof, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which the Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by the Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) through (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include, (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rules or regulations or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**Section 4. Continuing Agreement.** This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full of all Secured Obligations.

**Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

*[signature pages follow]*

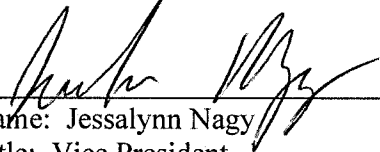
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

**DUTCH BROS., LLC**

DocuSigned by:  
By: Charles Jemley  
Name: Charles Jemley  
Title: Chief Financial Officer




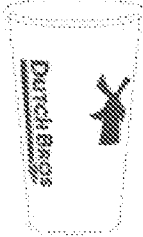
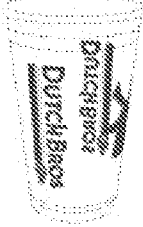
Accepted and agreed to as of the date first above written.

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Jessalynn Nagy  
Title: Vice President

**SCHEDULE A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Application No.</b>	<b>Registration No.</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
97725837	7101016		United States	Dutch Bros., LLC
97725832	7101015		United States	Dutch Bros., LLC
97725818	7101014		United States	Dutch Bros., LLC
97571403	7080713	PAY. EARN. PARTY.	United States	Dutch Bros., LLC
97682739	7075277	WINTER GLOW	United States	Dutch Bros., LLC
97760629			United States	Dutch Bros., LLC
97393640		REBEL	United States	Dutch Bros., LLC
97895961			United States	Dutch Bros., LLC
90776708	6746423	DUTCH BROS	United States	Dutch Bros., LLC



**Certificate Of Completion**

Envelope Id: AC56BD6CD76D4785980B91E7ED2A5F07	Status: Completed
Subject: [TIME SENSITIVE] Complete with DocuSign: Dutch Bros 2023 Credit Facility Amendment (Officer Pages)	
Source Envelope:	
Document Pages: 10	Signatures: 15
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nicolle Pratt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO Box 1929
	Grants Pass, OR 97528
	nicolle.pratt@dutchbros.com
	IP Address: 68.105.193.132

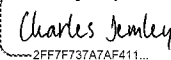
**Record Tracking**

Status: Original	Holder: Nicolle Pratt	Location: DocuSign
8/2/2023 4:48:02 PM	nicolle.pratt@dutchbros.com	

**Signer Events**

Charles Jemley  
charley.jemley@dutchbros.com  
CFO  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
2FF7F737A7AF411...  
Signature Adoption: Pre-selected Style  
Using IP Address: 76.147.7.234  
Signed using mobile

**Timestamp**

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Viewed: 8/2/2023 4:58:43 PM  
Signed: 8/2/2023 4:59:05 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/2/2023 4:58:43 PM  
ID: 7cb652b6-84cd-4496-9ced-c1307d44ca27

Christine Barone  
christine.barone@dutchbros.com  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
0F21A378EE524EC...  
Signature Adoption: Drawn on Device  
Using IP Address: 166.205.87.64  
Signed using mobile

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Signed: 8/2/2023 5:06:18 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/2/2023 5:05:51 PM  
ID: 896022c1-2df4-45b0-b4de-be8cce105d10

Joth Ricci  
joth.ricci@dutchbros.com  
Chief Executive Officer  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
909B6A2587BF4B2...  
Signature Adoption: Drawn on Device  
Using IP Address: 174.204.73.127  
Signed using mobile

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Viewed: 8/2/2023 5:22:11 PM  
Signed: 8/2/2023 5:22:28 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Victoria Tullett  
victoria.tullett@dutchbros.com  
Chief Legal Officer  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
3ABBD7319093447...  
Signature Adoption: Pre-selected Style  
Using IP Address: 216.115.13.210  
Signed using mobile

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Viewed: 8/2/2023 5:11:00 PM  
Signed: 8/2/2023 5:11:15 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Betsy Judd betsy.judd@dutchbros.com Associate General Counsel - Securities & Compliance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/2/2023 4:56:29 PM Viewed: 8/3/2023 10:17:34 AM
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	8/2/2023 5:11:00 PM
Signing Complete	Security Checked	8/2/2023 5:11:15 PM
Completed	Security Checked	8/2/2023 5:22:28 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		