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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM830902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ronnoco Coffee, LLC		08/07/2023	Limited Liability Company: DELAWARE
Mid-America Roasterie, LLC		08/07/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark		
Registration Number:	6647357	POLAR WAVE		
Registration Number:	6481765	CAMELLIA		
Registration Number:	6238016	WILD HORSE CREEK		
Registration Number:	6111070	R		
Registration Number:	6111068	RONNOCO BEVERAGE SOLUTIONS		
Registration Number:	6065844	CONCENTRIC COFFEE		
Registration Number:	5898508	EST 1904 STATE FAIR LEMONADE RONNOCO		

CORRESPONDENCE DATA

Fax Number:

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: 3128637141

Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 E. Monroe Street, Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

REEL: 008162 FRAME: 0382

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ATTORNEY DOCKET NUMBER:	7428.035
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	08/10/2023

Total Attachments: 4

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TRADEMARK REEL: 008162 FRAME: 0383

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT ("<u>Amendment</u>") to that certain Trademark Security Agreement, dated as of August 7, 2023 by RONNOCO COFFEE, a Delaware limited liability company and MID-AMERICA ROASTERIE, LLC, a Delaware limited liability company (collectively, the "<u>Grantors</u>" and each a "<u>Grantor</u>"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("<u>Agent</u>") for Lenders (as hereinafter defined).

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}} :$

WHEREAS, pursuant to that certain Credit Agreement dated as of June 8, 2018 by and among Grantors as borrowers, certain of their affiliates, Agent and the financial institutions ("<u>Lenders</u>") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit Agreement</u>"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of June 8, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Amendment;

In the furtherance of the foregoing, Grantors entered into the Trademark Security Agreement ("Trademark Security Agreement") with Agent on June 8, 2018. Since the date of Grantors' execution of the Trademark Security Agreement, Grantors have acquired interest in the additional Trademarks (the "New Trademarks"). In accordance with the Collateral Agreement the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks.

Accordingly, the parties hereto agree to amend the Trademark Security Agreement as follows:

- 1. <u>SCHEDULES</u>. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Trademark schedules on Schedule I attached hereto.
- 2. <u>EFFECT OF AMENDMENT</u>. Except as expressly amended by this Amendment the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
- 3. <u>COUNTERPARTS</u>. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Amendment shall constitute effective delivery of such signature page.

[signature page follows]

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IN WITNESS WHEREOF, Grantors have caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

RONNOCO COFFEE, LLC, a Delaware limited liability company

By: Docusigned by:

Enc Bomball

F7CB948E7B154EC...

Name: Eric Bomball

Title: Chief Financial Officer

MID-AMERICA ROASTERIE, LLC, a Delaware limited liability company

liability company
____DocuSigned by:

By: Eric Bomball

Name: Eric Bomball

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: Kimber Vrick (Aug 8, 2023 10:14 CDT)

Name: Kimberly Trick
Title: Managing Director

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Ronnoco Coffee, LLC	POLAR WAVE	88980812	6647357	03/16/20	02/15/22
Ronnoco Coffee, LLC	CAMELLIA	88953180	6481765	06/08/20	09/14/21
Ronnoco Coffee, LLC	WILD HORSE CREEK	88953150	6238016	06/08/20	01/05/21
Ronnoco Coffee, LLC	R	88512372	6111070	07/12/19	07/28/20
Ronnoco Coffee, LLC	RONNOCO BEVERAGE SOLUTIONS	88512278	6111068	07/12/19	07/28/20
Ronnoco Coffee, LLC	CONCENTRIC COFFEE	88549484	6065844	07/30/19	05/26/20
Ronnoco Coffee, LLC	EST 1904 STATE FAIR LEMONADE RONNOCO	88082326	5898508	08/17/18	10/29/19

RECORDED: 08/10/2023

TRADEMARK
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