

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837890

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CARIBOU COFFEE COMPANY, INC. | | 09/07/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ARABICA FUNDING, INC. | | |
| Street Address: | 3900 Lakebreeze Avenue | | |
| City: | Brooklyn Center | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55429 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4286774 | STARLIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123408827 | | |
| <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> | | | |
| Phone: | 6124926819 | | |
| Email: | ip.docket@dorsey.com | | |
| Correspondent Name: | Evan P. Everist, Dorsey & Whitney LLP | | |
| Address Line 1: | 50 South Sixth Street | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402-1498 | | |
| NAME OF SUBMITTER: | Evan Everist | | |
| SIGNATURE: | /Evan Everist/ | | |
| DATE SIGNED: | 09/07/2023 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 4286774

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made by and between Caribou Coffee Company, Inc., a Delaware corporation ("Assignor"), on the one hand, and Arabica Funding, Inc., a Delaware corporation ("Assignee"), with an address of 3900 Lakebreeze Avenue, Brooklyn Center, Minnesota 55429, on the other hand.

WHEREAS, Assignor wishes to transfer to Assignee all right, title, and interest in and to the trademark identified on the attached Exhibit A, (the "Mark"); and

WHEREAS, Assignee wishes to acquire all of Assignor's rights in the Mark, including the registration identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Mark worldwide, and any applications and registrations therefor, including the registration identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Mark, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations for the Mark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.

3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed.

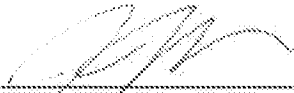
4. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Assignment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

DATED: September 7, 2023

CARIBOU COFFEE COMPANY, INC.
(Assignor)

By: 
Name: Jessica Monson
Title: General Counsel

ARABICA FUNDING, INC.
(Assignee)


By: 
Name: Jessica Monson
Title: General Counsel

EXHIBIT A

Federal Trademark Applications and Registrations

| <u>Mark</u> | <u>Class: Goods</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-------------|---------------------|-----------------|------------------|
| STARLIGHT | 30: Coffee | 4,286,774 | February 5, 2013 |