01/25/2024

TRADEMARK ASSIGNMENT COVER SHEET

900830965

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM871188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LCT OPCO LLC		01/24/2024	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	Gateway Village - 900 Building, 900 W. Trade St
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

900830965

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:	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				
Registration Number:	6154457	LA COLOMBE HARD COLD BREW COFFEE				
		TRADEMARK TRADEMARK				

REEL: 008327 FRAME: 0474

Property Type	Number	Word Mark		
Registration Number:	6025217	LA COLOMBE		
Serial Number:	98159480	DRAFT LATTE		

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2244256 TM
NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	01/25/2024

Total Attachments: 7

source=La Colombe - Trademark Security Agreement (Executed)#page2.tif source=La Colombe - Trademark Security Agreement (Executed)#page3.tif source=La Colombe - Trademark Security Agreement (Executed)#page4.tif source=La Colombe - Trademark Security Agreement (Executed)#page5.tif source=La Colombe - Trademark Security Agreement (Executed)#page6.tif source=La Colombe - Trademark Security Agreement (Executed)#page7.tif source=La Colombe - Trademark Security Agreement (Executed)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of January 24, 2024, by and among **LCT OPCO LLC** ("<u>Grantor</u>") and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "<u>Collateral Agent</u>").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of October 7, 2016 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:

- (a) Trademarks of Grantors listed on <u>Schedule I</u> attached hereto constituting Collateral;
 - (b) all goodwill associated with the foregoing; and
 - (c) all proceeds of any and all of the foregoing.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

SOLE MEMBER OF LCT OPCO LLC:

CHOBANI GLOBAL HOLDINGS, LLC

By:

Name: Kim Rector

Title: Treasurer

REEL: 008327 FRAME: 0478

Accepted and Agreed:

BANK OF AMERICA, N.A.,

as Collateral Agent

Name:

Title:

Felicia Brinson Assistant Vice President

SCHEDULE I <u>to</u> <u>TRADEMARK SECURITY AGREEMENT</u>

UNITED STATES TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS

Trademark Registrations:

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LCT OpCo LLC	LA COLOMBE TORREFACTION	USA	74642353	3/6/1995	2349181	5/16/2000	Registered
LCT OpCo LLC	LA COLOMBE PURE BLACK COFFEE	USA	85703851	8/15/2012	4298289	3/5/2013	Registered
LCT OpCo LLC	(Figure of flying dove with twig Design)	USA	85869318	3/7/2013	4497085	3/18/2014	Registered
LCT OpCo LLC	(LA. COLOMBE COFFEE ROASTERS &Dove Design)	USA	85880769	3/20/2013	4615882	10/7/2014	Registered
LCT OpCo LLC	FARM ASSIST &Design)	USA	85880798	3/20/2013	4639311	11/18/2014	Registered
LCT OpCo LLC	LA COLOMBE	USA	86324848	6/30/2014	4681893	2/3/2015	Registered

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LCT OpCo LLC	(5 PRINCIPLES & Design)	USA	85880753	3/20/2013	4733874	5/12/2015	Registered
LCT OpCo LLC	EARTH CONSCIOUS (STRICTLY EARTH CONSCIOUS &Design)	USA	85880782	3/20/2013	4754065	6/16/2015	Registered
LCT OpCo LLC	(LA COLOMBE COFFEE ROASTERS &Design)	USA	86322470	6/27/2014	4722624	4/21/2015	Registered
LCT OpCo	La COLOMBE SERAFT SATTE (LA COLOMBE DRAFT LATTE &Design)	USA	87091577	7/1/2016	5478243	5/29/2018	Registered
LCT OpCo LLC	EVER W/LP	USA	90664827	4/22/2021	6646125	2/15/2022	Registered
LCT OpCo LLC	LA COLOMBE WORKSHOP COFFEES	USA	90588099	3/18/2021	6644344	2/15/2022	Registered

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date	Status
LCT OpCo LLC	La COLOMB	USA	90588068	3/18/2021	6644337	2/15/2022	Registered
LCT OpCo LLC	S. COLUMBE S. COLUMBE	USA	90330410	11/19/2020	6396670	6/22/2021	Registered
LCT OpCo LLC	T. COLOMBE	USA	90330378	11/19/2020	6396669	6/22/2021	Registered
LCT OpCo LLC	TEST SEE	USA	90330350	11/19/2020	6396668	6/22/2021	Registered
LCT OpCo LLC	C.CBLOMBE	USA	90330321	11/19/2020	6396667	6/22/2021	Registered
LCT OpCo LLC	C EGITOMBE	USA	90330283	11/19/2020	6396666	6/22/2021	Registered
LCT OpCo LLC	LA COLOMBE HARD COLD BREW COFFEE	USA	88451092	5/29/2019	6154457	9/15/2020	Registered
LCT OpCo LLC	LA COLOMBE	USA	88288360	2/4/2019	6025217	3/31/2020	Registered
LCT OpCo LLC	DRAFT LATTE	USA	98159480	8/31/2022	N/A	N/A	Application Pending

RECORDED: 01/25/2024