

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363908

<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>
Stumptown Coffee Corp.		11/25/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85252120		
<b>Serial Number:</b>	78968048	CHERRY	
<b>Serial Number:</b>	85207569		
<b>Serial Number:</b>	85207568		
<b>Serial Number:</b>	85207571	COLD BREW	
<b>Serial Number:</b>	86522595	DIVISION STREET	
<b>Serial Number:</b>	78271203	HAIR BENDER	
<b>Serial Number:</b>	78271213	HOLLER MOUNTAIN	
<b>Serial Number:</b>	78271215	STUMPTOWN	
<b>Serial Number:</b>	85096299	STUMPTOWN	
<b>Serial Number:</b>	85096327	STUMPTOWN COFFEE ROASTERS	
<b>Serial Number:</b>	78271210	TRAPPER CREEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		
<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>	(678) 553-2601		
<b>Email:</b>	jimmarl@gtlaw.com		

CH \$315.00 85252120

**Correspondent Name:** LaShana C. Jimmar, Paralegal  
**Address Line 1:** Greenberg Traurig, LLP  
**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500  
**Address Line 4:** Atlanta, GEORGIA 30305

**ATTORNEY DOCKET NUMBER:** 123235.011200

**NAME OF SUBMITTER:** LaShana C. Jimmar

**SIGNATURE:** /LaShana C. Jimmar/

**DATE SIGNED:** 11/30/2015

**Total Attachments: 7**

source=Rabobank\_Peet\_s - Trademark Security Agreement#page1.tif

source=Rabobank\_Peet\_s - Trademark Security Agreement#page2.tif

source=Rabobank\_Peet\_s - Trademark Security Agreement#page3.tif

source=Rabobank\_Peet\_s - Trademark Security Agreement#page4.tif

source=Rabobank\_Peet\_s - Trademark Security Agreement#page5.tif

source=Rabobank\_Peet\_s - Trademark Security Agreement#page6.tif

source=Rabobank\_Peet\_s - Trademark Security Agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of November 25, 2015, among STUMPTOWN COFFEE CORP., a Delaware corporation (the “*Grantor*”), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., “RABOBANK NEDERLAND”, NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 6, 2015 as amended, restated, supplemented, extended or otherwise modified from time to time, the “*Credit Agreement*”, by and among Peet’s Operating Company, Inc., a Virginia corporation, as borrower (“*Borrower*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent, Lenders have made certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Supplement to the Pledge and Security Agreement dated as of February 6, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of the Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of the Grantor’s Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which the Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against

whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

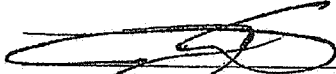
7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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


**GRANTOR:**

**STUMPTOWN COFFEE CORP.**

By:   
Name: John Coletta  
Title: Treasurer

ACKNOWLEDGED AND  
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND", NEW YORK BRANCH, as  
Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **Gillian Dickson**  
**Executive Director**

By:   
Name: **Johan Flipsen**  
Title: **Executive Director**

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>	<b>Status</b>
United States	BROWN JAR	85/252,120 (Feb. 25, 2011)	4,148,694 (May 29, 2012)	Stumptown Coffee Corp.	Registered
United States	CHERRY	78/968,048 (Sep. 6, 2006)	3,851,775 (Sep. 21, 2010)	Stumptown Coffee Corp.	Registered
United States	COFFEE BAG WITH CARD	85/207,569 (Dec. 29, 2010)	4,232,141 (Oct. 30, 2012)	Stumptown Coffee Corp.	Registered
US State – CA	COFFEE BAG WITH CARD	114536 (Jun. 20, 2011)	114536 (Jun. 20, 2011)	Stumptown Inc.	Registered
US State – NY	COFFEE BAG WITH CARD		R32222 (May 16, 2013)	Stumptown Coffee Corp.	Registered
US State – OR	COFFEE BAG WITH CARD	T41613 (Feb. 11, 2011)	T41613 (Feb. 11, 2011)	Stumptown Inc.	Registered
US State – WA	COFFEE BAG WITH CARD	54430 (Feb. 11, 2011)	54430 (Feb. 11, 2011)	Stumptown Inc.	Registered
United States	COFFEE BAG WITH STITCHING AND RIBBON	85/207,568 (Dec. 29, 2010)	4,232,140 (Oct. 30, 2012)	Stumptown Coffee Corp.	Registered
United States	COLD BREW & Design	85/207,571 (Dec. 29, 2010)	4,522,255 (Apr. 29, 2014)	Stumptown Coffee Corp.	Registered
Canada	DIVISION STREET	1740037 (Jul. 31, 2015)		Stumptown Coffee Corp.	Pending
Japan	DIVISION STREET	2015-073599 (Jul. 31, 2015)		Stumptown Coffee Corp.	Pending
Korea	DIVISION STREET	402015005721 1 (Jul. 31, 2015)		Stumptown Coffee Corp.	Pending
United States	DIVISION STREET	86522595 (Feb. 3, 2015)		Stumptown Coffee Corp.	Pending
United States	DIVISION STREET	86/522,595 (Feb. 3, 2015)		Stumptown Coffee Corp.	Pending
Canada	HAIR BENDER	1512743	TMA821,451	Stumptown Coffee	Registered



Jurisdiction	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
		(Jan. 26, 2011)	(Apr. 3, 2012)	Corp.	
United States	HAIR BENDER	78/271,203 (Jul. 7, 2003)	2,856,072 (Jun. 22, 2004)	Stumptown Coffee Corp.	Registered
Canada	HOLLER MOUNTAIN	1512739 (Jan. 26, 2011)	TMA821,452 (Apr. 3, 2012)	Stumptown Coffee Corp.	Registered
United States	HOLLER MOUNTAIN	78/271,213 (Jul. 7, 2003)	2,853,913 (Jun. 15, 2004)	Stumptown Coffee Corp.	Registered
Canada	STUMPTOWN	1,505,332 (Nov. 24, 2010)	TMA810,768 (Nov. 1, 2011)	Stumptown Coffee Corp.	Registered
CTM	STUMPTOWN	012129029 (Sep. 10, 2013)	012129029 (Feb. 19, 2014)	Stumptown Coffee Corp.	Registered
Japan	STUMPTOWN	201520670 (Mar. 6, 2015)		Stumptown Coffee Corp.	Pending
South Korea	STUMPTOWN	4520146379 (Aug. 13, 2014)		Stumptown Coffee Corp.	Pending
United States	STUMPTOWN	78/271,215 (Jul. 7, 2003)	2,853,914 (Jun. 15, 2004)	Stumptown Coffee Corp.	Registered
United States	STUMPTOWN	85/096,299 (Jul. 29, 2010)	3,969,432 (May 31, 2011)	Stumptown Coffee Corp.	Registered
United States	STUMPTOWN COFFEE ROASTERS	85/096,327 (Jul. 29, 2010)	3,969,433 (May 31, 2011)	Stumptown Coffee Corp.	Registered
Canada	TRAPPER CREEK	1512741 (Jan. 26, 2011)	TMA821,450 (Apr. 3, 2012)	Stumptown Coffee Corp.	Registered
United States	TRAPPER CREEK	78/271,210 (Jul. 7, 2003)	2,853,912 (Jun. 15, 2004)	Stumptown Coffee Corp.	Registered