

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Coast Coffee Company, Inc.		02/07/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Farmer Bros. Co.		
Street Address:	1912 Farmer Brothers Drive		
City:	Northlake		
State/Country:	TEXAS		
Postal Code:	76262		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3166168	JAVA GUYS	
Registration Number:	4021853		
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<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:	503-222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Schwabe, Williamson & Wyatt, P.C.		
Address Line 1:	1211 SW Fifth Avenue, Suite 1500		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	125014221714		
NAME OF SUBMITTER:	Allison Pentheny		
SIGNATURE:	/allison pentheny/		
DATE SIGNED:	03/05/2017		
Total Attachments: 7			
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TRADEMARK

REEL: 006001 FRAME: 0941

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of February 7, 2017, by and between West Coast Coffee Company, Inc., a Washington corporation ("Assignor"), and Farmer Bros. Co., a Delaware corporation ("Assignee").

WHEREAS, under the terms of the Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor, the Stockholders and J&B Ventures, LLC, solely in its capacity as the Sellers' Representative (the "Purchase Agreement"), Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets;

WHEREAS, the Purchased Assets include all of Assignor's right, title and interest in and to the Acquired Intellectual Property (as hereinafter defined);

WHEREAS, Assignor owns all right, title and interest in the Acquired Intellectual Property;

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to transfer, assign and convey to Assignee, and Assignee desires to accept the transfer, assignment and conveyance of all of Assignor's right, title and interest in and to the Acquired Intellectual Property; and

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Acquired Intellectual Property. Assignor hereby transfers, assigns and conveys to Assignee, and Assignee hereby accepts the transfer, assignment and conveyance of, all of Assignor's right, title and interest in and to, free and clear of all Liens other than Permitted Liens, the Company Intellectual Property that is owned or purported to be owned by Seller (the "Company-Owned Intellectual Property") (including without limitation the Company-Owned Intellectual Property set forth on Exhibits A and B), including all trademark, copyright and other intellectual property or proprietary rights incorporated or embodied therein or related thereto, and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Company-Owned Intellectual Property, including without limitation, the right, but not the obligation, to assume any and all licenses related to any of the Company-Owned Intellectual Property, and any and all claims and causes of action and all other rights assertable with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution,

misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the “Acquired Intellectual Property”), the same to be held and enjoyed by Assignee, its successors, and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. This Assignment is absolute, exclusive and irrevocable.

2. Registrant Name Change Agreement. Reasonably promptly following the Closing (but in any event, not more than ten (10) days after the Closing), Assignor will, at the reasonable request of Assignee and at Assignee’s sole cost and expense (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable internet domain name registrar for each domain name (the “Domain Names”) included in the Company-Owned Intellectual Property (the “Registering Authority”); and (b) take any further actions in accordance with the policies and rules of the Registering Authority and all other actions as are required to transfer such Domain Names to Assignee as promptly as possible.

3. Further Assurances. Without limiting Section 2 hereof, Assignor will, upon Assignee’s reasonable request and at Assignee’s sole cost and expense, execute and deliver any additional documents and perform such additional acts that may be reasonably necessary or desirable to assist Assignee (or its successors or permitted assigns) in the implementation, recordation or perfection of this Assignment and Assignee’s interest in and to the Acquired Intellectual Property, and to secure, enforce, maintain and defend the assigned rights.

4. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority and/or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Acquired Intellectual Property to and in the name of Assignee.

5. Discontinuance; Avoidance of Confusion. Assignor shall immediately discontinue use of the Acquired Intellectual Property throughout the world in all forms and media. Further, Assignor shall not register or use any domain name or trademark that is confusingly similar to the Trademarks and/or Domain Names anywhere in the world in any form and/or in any medium. Assignor acknowledges and agrees that Assignor shall have no right to receive or share in any royalty, fee, or other income or revenue that may be received by Assignee from the use, sale, license, publication, distribution, or any other transfer or exploitation of the Acquired Intellectual Property.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware (regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

7. Construction; Severability. This Assignment is delivered pursuant to and is subject to the terms of the Purchase Agreement. Nothing contained in this Assignment shall

enlarge, restrict or otherwise modify the terms of the Purchase Agreement or any other ancillary agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Purchase Agreement. In the event that any provision of this Assignment is held by a court of competent jurisdiction to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement will be deemed controlling. If any term, provision, covenant, or condition set forth in this Assignment, or the application thereof is held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be modified as necessary and the remainder of this Assignment and such term, provision, covenant, or condition shall remain in full force and effect.

8. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment Of Intellectual Property as of the date first above written.

ASSIGNOR:

WEST COAST COFFEE COMPANY, INC.

By: _____

Name: James Beckman

Title: President

ASSIGNEE:

FARMER BROS. CO.

By: _____

Name: Michael H. Keown

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Assignment Of Intellectual Property as of the date first above written.

ASSIGNOR:

WEST COAST COFFEE COMPANY, INC.

By: _____

Name: James Beckman

Title: President

ASSIGNEE:

FARMER BROS. CO.

By:  _____

Name: Michael H. Keown

Title: President and Chief Executive Officer

EXHIBIT A
ACQUIRED INTELLECTUAL PROPERTY

Trademarks

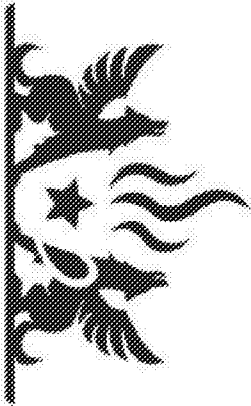
Trademark	Registration Number	Registration Date	Country	Owner
JAVA GUYS	3,166,168	October 31, 2006	United States	West Coast Coffee Company, Inc.
	4,021,853	September 6, 2011	United States	West Coast Coffee Company, Inc.

EXHIBIT B
ACQUIRED INTELLECTUAL PROPERTY

Domain Names

Title	Registrar	Created	Expires	Registrant
www.westcoastcoffee.com	Register.Com, Inc.	November 20, 2000	November 20, 2018	Robert Vincent, West Coast Coffee
www.westcoastcoffee.net	Melbourne It, Ltd. D/B/A Internet Names Worldwide	October 2, 2003	October 2, 2017	West Coast Coffee

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[Exhibit B to Assignment of Intellectual Property]