

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Rock Coffee Bar, LLC	FORMERLY Black Rock Coffee Bar, Inc.	12/05/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	COLTER BAY GROUP, INC.		
Street Address:	1640 Willow Creek Road		
City:	Prescott		
State/Country:	ARIZONA		
Postal Code:	86301		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88138439	FUEL YOUR STORY	
Serial Number:	88133317	BLACK ROCK FUEL	
Serial Number:	88133310	BLACK ROCK FUEL	
Serial Number:	87828526	BLACK ROCK COFFEE BAR · EST. MMVIII · BR	
Serial Number:	87414321	FUEL YOUR STORY	
Serial Number:	77186875	BLACK ROCK COFFEE BAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5033033114		
Email:	brian@hathawaylarsen.com		
Correspondent Name:	Brian M. Schlect		
Address Line 1:	1331 NW Lovejoy Street, Suite 950		
Address Line 4:	Portland, OREGON 97209		
NAME OF SUBMITTER:	Brian M Schlect		
SIGNATURE:	/bms/		
DATE SIGNED:	12/21/2018		

OP \$165.00 88138439

Total Attachments: 3

source=Black Rock - Notice of Security Interest in IP#page1.tif

source=Black Rock - Notice of Security Interest in IP#page2.tif

source=Black Rock - Notice of Security Interest in IP#page3.tif

NOTICE OF SECURITY INTEREST IN TRADEMARKS AND INTELLECTUAL PROPERTY

Dated Effective December 5, 2018

KNOW ALL MEN BY THESE PRESENTS, that for value received, the receipt and sufficiency of which is hereby acknowledged, that pursuant to a TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the “**Agreement**” or “**Security Agreement**”) dated of even date herewith, between PROJECT FALCON, LLC, a Delaware limited liability company (together with its successors and assigns, the “**Lender**” or “**Secured Party**”), and BLACK ROCK COFFEE HOLDINGS, LLC, a Delaware limited liability company (“**BR Holdings**”), BLACK ROCK COFFEE BAR, LLC, an Oregon limited liability company (“**BR Coffee Bar**”), BLACK ROCK DEVELOPMENT, LLC an Oregon limited liability company (“**BR Development**”), BLACK ROCK STORE OPERATIONS LLC, an Oregon limited liability company (“**BR Store Operations**”), and BLACK ROCK ROASTING, LLC, an Oregon limited liability company (“**BR Roasting**”) (BR Holdings, BR Coffee Bar, BR Development, BR Store Operations, and BR Roasting are each individually and collectively referred to herein as “**Borrower**” or “**Debtor**”), Debtor has granted a continuing security interest in and to all of Debtor’s now existing or hereafter acquired right, title and interest in and to (hereafter referred to as the “**Trademarks**”): (a) all of Debtor’s trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A to the Security Agreement, together with all rights and privileges arising under applicable law with respect to Debtor’s use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof; (b) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks, and (h) all domain name rights and websites associated with the business of the Borrower and the Trademarks, including without limitation those set forth on the exhibits attached hereto.

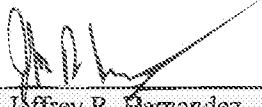
Reference is made to the Security Agreement for the rights and remedies of the parties.

[Remainder of this page intentionally left blank; signature pages follow.]

Dated effective as of the first date set forth above.

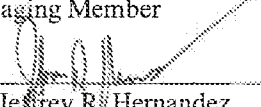
DEBTOR:

BLACK ROCK COFFEE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Jeffrey R. Hernandez
Title: Chief Executive Officer


BLACK ROCK COFFEE BAR, LLC,
an Oregon limited liability company

By: Black Rock Coffee Holdings, LLC,
a Delaware limited liability company
Its: Managing Member

By: 
Name: Jeffrey R. Hernandez
Title: Chief Executive Officer

BLACK ROCK STORE OPERATIONS LLC,
an Oregon limited liability company

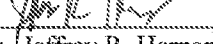
By: Black Rock Coffee Holdings, LLC,
a Delaware limited liability company
Its: Managing Member

By: 
Name: Jeffrey R. Hernandez
Title: Chief Executive Officer

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

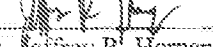
BLACK ROCK ROASTING, LLC,
an Oregon limited liability company

By: Black Rock Coffee Holdings, LLC,
a Delaware limited liability company
Its: Managing Member

By: 
Name: Jeffrey R. Hernandez
Title: Chief Executive Officer

BLACK ROCK DEVELOPMENT, LLC,
an Oregon limited liability company

By: Black Rock Coffee Holdings, LLC,
a Delaware limited liability company
Its: Managing Member

By: 
Name: Jeffrey R. Hernandez
Title: Chief Executive Officer