

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585862

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900555242

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Too Sweet Cakes, LLC		06/23/2020	Limited Liability Company: OREGON
Black Rock Coffee Bar, LLC		06/23/2020	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	RCS Agent, LLC
Street Address:	800 Boylston Street
Internal Address:	Suite 15400
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	88261152	BLACK ROCK COFFEE BAR
Registration Number:	5789813	BLACK ROCK FUEL
Registration Number:	5536708	FUEL YOUR STORY
Registration Number:	5659478	BLACK ROCK COFFEE BAR · EST. MMVIII · BR
Registration Number:	5777703	BLACKROCK FUEL
Registration Number:	5777711	FUEL YOUR STORY
Registration Number:	3489718	BLACK ROCK COFFEE BAR
Registration Number:	5919432	TOO SWEET PÂTISSERIE
Registration Number:	5919429	TOO SWEET CAKES
Registration Number:	5919430	TOO SWEET CAKES COOKIES, CAKES & PASTRIE
Registration Number:	5919431	TOO SWEET CAKES COOKIES, CAKES & PASTRIE
Registration Number:	5914486	TOO SWEET
Registration Number:	5914487	LIFE'S TOO SHORT TO NOT BE SWEET

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 6172484000

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart, LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013084-0004
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NAME OF SUBMITTER:	Daniel L. Scales
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SIGNATURE:	/daniel l. scales/
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DATE SIGNED:	07/10/2020
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 23, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of RCS Agent, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2020 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, the “Credit Agreement”), by and among Black Rock Coffee Holdings, LLC (“Holdings”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Assets) (the “Trademark Collateral”):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Assets), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with its Trademarks and material IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

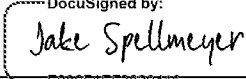
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

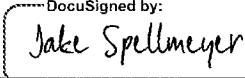
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLACK ROCK COFFEE BAR, LLC,
as Grantor

By: Black Rock Coffee Holdings, LLC, a Delaware limited liability Company, Member


By: 
Name: Jake Spellmeyer
Title: Chief Financial Officer

TOO SWEET CAKES, LLC,
as Grantor

By: 
Name: Jake Spellmeyer
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

RCS AGENT, LLC,
as Agent

By:  _____

Name: Béla R. Schwartz

Title: Vice President and Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations


1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Reg./App. Date</u>	<u>Status</u>	<u>Registration / Application No.</u>	<u>Owned/Licensed</u>	<u>Jurisdiction</u>
Black Rock Coffee Bar and Design 	Black Rock Coffee Bar, LLC	Filing date: 01/14/2019	Active	Serial Number: 88261152	Owned	United States Patent and Trademark Office
Black Rock Fuel and Design 	Black Rock Coffee Bar, Inc.	Registration date: 06/25/2019	Active	Serial Number: 881733317 Registration Number: 5789813	Owned	United States Patent and Trademark Office
Fuel Your Story	Black Rock Coffee Bar, LLC	Registration date: 08/07/2018	Active	Registration Number: 5536708 Serial Number: 87414321	Owned	United States Patent and Trademark Office
Black Rock Coffee Bar Est. MMVIII BR and Design 	Black Rock Coffee Bar, Inc.	Registration date: 01/22/2019	Active	Registration Number: 5659478 Serial Number: 87828526	Owned	United States Patent and Trademark Office

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Blackrock Fuel	Black Rock Coffee Bar, Inc.	Registration date: 06/11/2019	Active	Registration Number: 5777703 Serial Number: 88133310	Owned	United States Patent and Trademark Office
Fuel Your Story	Black Rock Coffee Bar, LLC	Registration date: 06/11/2019	Active	Registration Number: 5777711 Serial Number: 88138439	Owned	United States Patent and Trademark Office
Black Rock Coffee Bar	Black Rock Coffee Bar, LLC	Registration date: 18/19/2008	Active	Registration Number: 3489718 Serial Number: 77186875	Owned	United States Patent and Trademark Office
Too Sweet Patisserie	Too Sweet Cakes, LLC	11/26/2019	Active	Registration Number: 5919432	Owned	United States Patent and Trademark Office
Too Sweet Cakes	Too Sweet Cakes, LLC	11/26/2019	Active	Registration Number: 5919429	Owned	United States Patent and Trademark Office
Too Sweet Cakes Cookies, Cakes & Pastries 	Too Sweet Cakes, LLC	22/26/2019	Active	Registration Number: 5919430	Owned	United States Patent and Trademark Office
Too Sweet Cakes Cookies, Cakes & Pastries	Too Sweet Cakes, LLC	11/26/2019	Active	Registration Number: 5919431	Owned	United States Patent and Trademark Office

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Too Sweet	Too Sweet Cakes, LLC	11/19/2019	Active	Registration Number: 5914486	Owned	United States Patent and Trademark Office
Life's Too Short Not To Be Sweet	Too Sweet Cakes, LLC	11/29/2019	Active	Registration Number: 5919487	Owned	United States Patent and Trademark Office

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

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