

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLACK ROCK COFFEE BAR, LLC		06/29/2021	Limited Liability Company: OREGON
TOO SWEET CAKES LLC		06/29/2021	Limited Liability Company: OREGON
BRSO PNW XX, LLC		06/29/2021	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	BANK MIDWEST
Street Address:	1111 Main Street
Internal Address:	Suite 2700
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64105
Entity Type:	Chartered Bank: COLORADO

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	88261152	BLACK ROCK COFFEE BAR
Serial Number:	88133317	BLACK ROCK FUEL
Serial Number:	87414321	FUEL YOUR STORY
Serial Number:	87828526	BLACK ROCK COFFEE BAR · EST. MMVIII · BR
Serial Number:	88133310	BLACKROCK FUEL
Serial Number:	88138439	FUEL YOUR STORY
Serial Number:	77186875	BLACK ROCK COFFEE BAR
Serial Number:	88420843	TOO SWEET PATISSERIE
Serial Number:	88420828	TOO SWEET CAKES
Serial Number:	88420831	TOO SWEET CAKES COOKIES, CAKES & PASTRIE
Serial Number:	88420833	TOO SWEET CAKES COOKIES, CAKES & PASTRIE
Serial Number:	88420839	TOO SWEET
Serial Number:	88420845	LIFE'S TOO SHORT TO NOT BE SWEET
Serial Number:	88947653	

OP \$365.00 88261152

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: 4023466000
Email: bridget.stuhr@kutakrock.com
Correspondent Name: Bridget M Stuhr
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Bridget M Stuhr
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SIGNATURE:	/Bridget M Stuhr/
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DATE SIGNED:	06/30/2021
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Total Attachments: 8

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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made and entered into as of June 29, 2021 by **BLACK ROCK COFFEE BAR, LLC**, an Oregon limited liability company, **TOO SWEET CAKES LLC**, an Oregon limited liability company, and **BRSO PNW XX, LLC**, a Washington limited liability company (collectively, "Debtor") and **BANK MIDWEST**, a division of NBH Bank, in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor, **BLACK ROCK COFFEE HOLDINGS, LLC**, a Delaware limited liability company, **BLACK ROCK DEVELOPMENT, LLC**, an Oregon limited liability company, **BLACK ROCK ROASTING, LLC**, an Oregon limited liability company, **BLACK ROCK STORE OPERATIONS LLC**, an Oregon limited liability company, **BRSO 67th, LLC**, an Arizona limited liability company, and **BR CASTLE ROCK LLC**, a Colorado limited liability company (collectively, "Borrower"), Administrative Agent, and the lenders a party thereto from time to time (the "Lenders") (the "Credit Agreement"), Lenders have agreed to make certain loans to Debtor (collectively, the "Loans"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Borrower and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

Section 1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. Grant of License. Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that

such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent's security interest in the Collateral.

Section 3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.


[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTOR:

BLACK ROCK COFFEE BAR, LLC, an Oregon limited liability company, and
TOO SWEET CAKES LLC, an Oregon limited liability company

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


By: 

Jacob Virgil Spellmeyer, Manager

BRSO PNW XX, LLC, a Washington limited liability company

By: Black Rock Store Operations, LLC, a Delaware limited liability company, Member

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

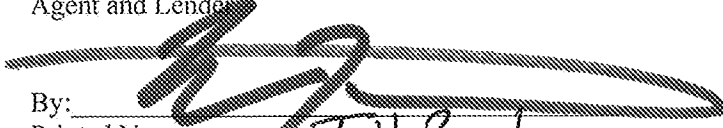
By: 

Jacob Virgil Spellmeyer, Manager

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

BANK MIDWEST, a division of NBH Bank, as Administrative Agent and Lender



By: _____
Printed Name: Todd Boyd
Its: Senior Vice President


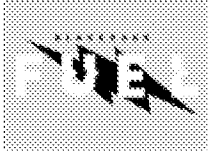
[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]


EXHIBIT A

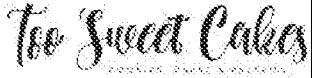


INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Debtor:

I. Federal Registered Marks

TM Record	Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
US Federal Q62 uf 1	<u>BLACK ROCK COFFEE BAR and Design</u> 	Pending - Priority Action Counted Mailed March 29, 2019 Int'l Class: 21,25,30,32,35,43 First Use: February, 2008 Filed: January 14, 2019	RN: 6144651 SN: 88261152	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)
US Federal Q62 uf 8	<u>BLACK ROCK FUEL and Design</u> 	Allowed - Intent to Use Statement of Use - Registration Review Complete May 23, 2019 Int'l Class: 32 First Use: March 1, 2019 Filed: September 26, 2018	RN: 5789813 SN: 88133317	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)
US Federal Q62 uf 9	<u>FUEL YOUR STORY</u>	Registered August 7, 2018 Int'l Class: 21,25,30,35,43 First Use: January, 2018 Filed: April 17, 2017	RN: 5536708 SN: 87414321	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)
US Federal Q62 uf 10	<u>BLACK ROCK COFFEE BAR · EST. MMVIII · BR and Design</u>	Registered January 22, 2019 Int'l Class: 35,43 First Use: March, 2016 Filed: March 9, 2018	RN: 5659478 SN: 87828526	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)

TM Record	Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
				
US Federal Q62 uf 11	<u>BLACKROCK FUEL</u>	Registered June 11, 2019 Int'l Class: 32 First Use: March 1, 2019 Filed: September 26, 2018	RN: 5777703 SN: 88133310	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)
US Federal Q62 uf 12	<u>FUEL YOUR STORY</u>	Registered June 11, 2019 Int'l Class: 32 First Use: March 1, 2019 Filed: October 1, 2018	RN: 5777711 SN: 88138439	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)
US Federal Q62 uf 13	<u>BLACK ROCK COFFEE BAR</u>	Renewed August 19, 2018 Int'l Class: 30,35,43 First Use: February 1, 2008 Filed: May 22, 2007 Registered: August 19, 2008	RN: 3489718 SN: 77186875	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)
US Federal Q1 uf 6	Too Sweet Patisserie	Registered, November 26, 2019 Int'l Class: 30 First Use: May 6, 2019 Filed: May 8, 2019 Registered: November 26, 2019	RN: 5919432 SN: 88420843	Too Sweet Cakes, LLC (Oregon Limited Liability Company)
US Federal Q1 uf 3	Too Sweet Cakes	Registered, November 26, 2019 Int'l Class: 30,35 First Use: May 9, 2017 Filed: May 8, 2019 Registered: November 26, 2019	RN: 5919429 SN: 88420828	Too Sweet Cakes, LLC (Oregon Limited Liability Company)

TM Record	Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
US Federal Q1 uf 5	Too Sweet Cakes, Cookies, Cakes & Pastries 	Registered, November 26, 2019 Int'l Class: 30,35 First Use: May 9, 2017 Filed: May 8, 2019 Registered: November 26, 2019	RN: 5919430 SN: 88420831	Too Sweet Cakes, LLC (Oregon Limited Liability Company)
US Federal Q1 uf 4	Too Sweet Cakes, Cookies, Cakes & Pastries 	Registered, November 26, 2019 Int'l Class: 30 First Use: May 9, 2017 Filed: May 8, 2019 Registered: November 26, 2019	RN: 5919431 SN: 88420833	Too Sweet Cakes, LLC (Oregon Limited Liability Company)
US Federal Q1 uf 2	Too Sweet	Registered, November 19, 2019 Int'l Class: 30 First Use: May 9, 2017 Filed: May 8, 2019 Registered: November 19, 2019	RN: 5914486 SN: 88420839	Too Sweet Cakes, LLC (Oregon Limited Liability Company)
US Federal Q1 uf 1	Life's Too Short Not To Be Sweet	Registered, November 19, 2019 Int'l Class: 30 First Use: December 5, 2017 Filed: May 8, 2019 Registered: November 19, 2019	RN: 5919487 SN: 88420845	Too Sweet Cakes, LLC (Oregon Limited Liability Company)
US Federal Q22 uf 1		Registered, October 20, 2020 Int'l Class: 43 First Use: April 19, 2019 Filed: June 4, 2020 Registered: October 20, 2020	RN: 6180379 SN: 88947653	BRSO PNW XX, LLC (Washington Limited Liability Company)

II. State Registered Marks

Trademark	Trademark Owner	State Reg. No.
N/A	N/A	N/A