

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711550

<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>
Black Rock Coffee Bar, LLC		02/28/2022	Limited Liability Company: OREGON
BRSO PNW XX, LLC		02/28/2022	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank Midwest		
<b>Street Address:</b>	1111 Main Street		
<b>Internal Address:</b>	Suite 2700		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64105		
<b>Entity Type:</b>	Chartered Bank: COLORADO		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6144651	BLACK ROCK COFFEE BAR	
<b>Registration Number:</b>	5789813	BLACK ROCK FUEL	
<b>Registration Number:</b>	5536708	FUEL YOUR STORY	
<b>Registration Number:</b>	5659478	BLACK ROCK COFFEE BAR · EST. MMVIII · BR	
<b>Registration Number:</b>	5777703	BLACKROCK FUEL	
<b>Registration Number:</b>	5777711	FUEL YOUR STORY	
<b>Registration Number:</b>	3489718	BLACK ROCK COFFEE BAR	
<b>Registration Number:</b>	6180379		
<b>Serial Number:</b>	90576935	BLACK ROCK COFFEE BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4023461148		
<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>	4023466000		
<b>Email:</b>	bridget.stuhr@kutakrock.com		
<b>Correspondent Name:</b>	Bridget M Stuhr		

OP \$240.00 6144651

**Address Line 1:** 1650 Farnam Street  
**Address Line 4:** Omaha, NEBRASKA 68102

**NAME OF SUBMITTER:** Bridget M Stuhr

**SIGNATURE:** /Bridget M Stuhr/

**DATE SIGNED:** 03/02/2022

**Total Attachments: 7**

source=NBH Black Rock Amendment - Executed Amended and Restated Short Form IP Security Agreement#page1.tif

source=NBH Black Rock Amendment - Executed Amended and Restated Short Form IP Security Agreement#page2.tif

source=NBH Black Rock Amendment - Executed Amended and Restated Short Form IP Security Agreement#page3.tif

source=NBH Black Rock Amendment - Executed Amended and Restated Short Form IP Security Agreement#page4.tif

source=NBH Black Rock Amendment - Executed Amended and Restated Short Form IP Security Agreement#page5.tif

source=NBH Black Rock Amendment - Executed Amended and Restated Short Form IP Security Agreement#page6.tif

source=NBH Black Rock Amendment - Executed Amended and Restated Short Form IP Security Agreement#page7.tif

## AMENDED AND RESTATED SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of February 28, 2022 by **BLACK ROCK COFFEE BAR, 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"). This Agreement amends and restates that certain Short-Form Intellectual Property Security Agreement, dated as of June 29, 2021 recorded with the United States Patent and Trademark Office on June 30, 2021, in Reel 7340 Frame 0772 ("Original Agreement").

### WITNESSETH:

WHEREAS, pursuant to the First Amendment to Credit Agreement and Released dated as of the date of this Agreement (the "Amendment"), which amends that certain Credit Agreement dated as of June 29, 2021, among Debtor, **BLACK ROCK COFFEE HOLDINGS, LLC**, a Delaware limited liability company ("BRCH"), **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 67<sup>th</sup>, LLC**, an Arizona limited liability company, and **BR CASTLE ROCK LLC**, a Colorado limited liability company (collectively, "Borrower"), **TOO SWEET CAKES LLC**, an Oregon limited liability company ("Released Debtor"), Administrative Agent, and the lenders a party thereto from time to time (the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, and together with the Amendment, the "Credit Agreement"), Lenders have made 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.

**Section 4. Released Debtor.** Administrative Agent, on behalf of the Secured Parties, hereby terminates, releases and discharges any and all security interests granted by Released Debtor pursuant to the Original Agreement, and reassigns to Released Debtor any and all right, title and interest that it may have, in and to Released Debtor's Intellectual Property. As of the Effective Date, Administrative Agent, on behalf of the Secured Parties, hereby releases and discharges Released Debtor from any obligation arising from the Original Agreement; provided however, the forgoing release shall not affect any liability or obligation of Released Debtor with respect to any liabilities or obligations pursuant to the Original Agreement (including, for example, indemnity obligations) that both (A) by the terms of the Original Agreement survive the payment and performance of the obligations pursuant thereto and (B) relate to events, acts or omissions occurring prior to the effectiveness of this Agreement.

[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

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

By:   
\_\_\_\_\_

Joshua Pike, 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

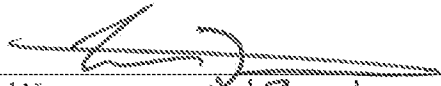
By:   
\_\_\_\_\_

Joshua Pike, Manager

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**ADMINISTRATIVE AGENT:**

**BANK MIDWEST**, a division of NBH Bank

By:   
Printed Name: Robert Barden  
Title: Managing Director

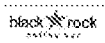

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]




**EXHIBIT A**

**INTELLECTUAL PROPERTY**


Intellectual Property owned or licensed by Debtor:

**I. Federal Registered Marks**

<b>Mark/Name</b>	<b>Status/Key Dates</b>	<b>App. No./Reg. No.</b>	<b>Owner Information</b>
<p>BLACK ROCK COFFEE BAR and Design</p> 	<p>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</p>	<p>RN: 6144651 SN: 88261152</p>	<p>Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)</p>
<p>BLACK ROCK FUEL and Design</p> 	<p>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</p>	<p>RN: 5789813 SN: 88133317</p>	<p>Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)</p>
<p>FUEL YOUR STORY</p>	<p>Registered August 7, 2018 Int'l Class: 21,25,30,35,43 First Use: January, 2018 Filed: April 17, 2017</p>	<p>RN: 5536708 SN: 87414321</p>	<p>Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)</p>
<p>BLACK ROCK COFFEE BAR · EST. MMVIII · BR and Design</p>	<p>Registered January 22, 2019 Int'l Class: 35,43 First Use: March, 2016</p>	<p>RN: 5659478 SN: 87828526</p>	<p>Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)</p>

Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
	Filed: March 9, 2018		
BLACKROCK FUEL	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)
FUEL YOUR STORY	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)
BLACK ROCK COFFEE BAR	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)
	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)
BLACK ROCK COFFEE BAR & Bolt Design 	Opposed Int'l Class: 21, 25, 30, 32, 35 ITU	SN: 90576935	Black Rock Coffee Bar, LLC (Limited Liability Company Oregon)



Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
BR Design 	Pending Office Action Issued – Request to Divide Filed Int'l Class: 25, 30, 32 ITU	SN: 90576936	Black Rock Coffee Bar, LLC (Limited Liability Company Oregon)

## II. State Registered Marks

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