

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724989

<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		04/29/2022	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company LLC		
<b>Street Address:</b>	200 Clarendon Street		
<b>Internal Address:</b>	51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	617-248-5000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

OP \$215.00 6144651

<b>ATTORNEY DOCKET NUMBER:</b>	2013084-0006
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer
<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	04/29/2022

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2022, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of TCW Asset Management Company LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

**WHEREAS**, pursuant to the Credit Agreement, dated as of April 29, 2022 (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, RCS Agent, LLC, as administrative agent (the “**Administrative Agent**”), the Lenders from time to time party thereto and Collateral Agent, the Lenders 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 Collateral 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 Collateral 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 Collateral Agent for the benefit of the Secured Parties, and grants to Collateral 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 Collateral Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral 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, an  
Oregon limited liability company, as Grantor**

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

DocuSigned by:  
By: Rodd Booth  
Name: Rodd Booth  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]



**TRADEMARK  
REEL: 007706 FRAME: 0586**

ACCEPTED AND AGREED  
as of the date first above written:

**TCW ASSET MANAGEMENT COMPANY LLC,**  
as Collateral Agent



By:   
Name: Suzanne Grosso  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT<sup>1</sup>



Mark/Name	Status/Key Dates	App. No./Reg. No.	Owner Information
BLACK ROCK COFFEE BAR and Design  	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)
BLACK ROCK FUEL and Design  	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)
FUEL YOUR STORY	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)
BLACK ROCK COFFEE BAR · EST. MMVIII · BR and Design	Registered January 22, 2019 Int'l Class: 35,43 First Use: March, 2016	RN: 5659478 SN: 87828526	Black Rock Coffee Bar, LLC, Formerly Black Rock Coffee Bar, Inc. (Oregon Limited Liability Company)

<sup>1</sup>Note to Perkins: To be confirmed.



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 <sup>2</sup>	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)

<sup>2</sup> Note to Perkins: Is one of these "Registered" lines meant to be "Renewed"?

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)

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