

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3648911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ARGO TEA, INC.	12/08/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CARIBOU COFFEE COMPANY, INC.
<b>Street Address:</b>	3900 LAKEBREEZE AVENUE N.
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55429
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D662422
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)735-2000
<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>	2127353000
<b>Email:</b>	sara.mooney@skadden.com
<b>Correspondent Name:</b>	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
<b>Address Line 1:</b>	FOUR TIMES SQUARE
<b>Address Line 2:</b>	KRISTEN GREELEY
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036
<b>ATTORNEY DOCKET NUMBER:</b>	153780/23
<b>NAME OF SUBMITTER:</b>	KRISTEN GREELEY
<b>SIGNATURE:</b>	/kristen greeley/
<b>DATE SIGNED:</b>	12/08/2015
<b>Total Attachments: 5</b>	
source=NYCSR03A-#1254044-v1-Tulip_Patent_Security_Agreement_(EXECUTED)#page1.tif	
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source=NYCSR03A-#1254044-v1-Tulip_Patent_Security_Agreement_(EXECUTED)#page5.tif	

**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (the "Agreement") is made as of December 8, 2015 by **ARGO TEA, INC.**, a Delaware corporation ("Argo Tea" and the "Grantor"), in favor of **CARIBOU COFFEE COMPANY, INC.**, a Minnesota corporation, as the Lender under the Credit Agreement (defined below) (the "Lender").

**W I T N E S S E T H:**

WHEREAS, Grantor, and/or certain of its affiliates, and Lender are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates, by Lender;

WHEREAS, to induce the Lender to enter into the Credit Agreement, Grantor agreed to execute and deliver to the Lender that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired issued patents and patent applications and all reissues, continuations, divisionals, and continuations-in-part of the foregoing (the "Patents") and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor, and/or certain of its affiliates, under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each issued patent and patent application listed on Schedule A annexed hereto, together with any reissue, continuation, divisional, or continuation-in-part thereof;

(ii) all products and proceeds of the foregoing, including without limitation, license fees, royalties, income, payments, any claim or cause of action by Grantor against third

parties for past, present or future infringement of any of the Patents, and damages or proceeds of suit now or hereafter due and/or payable with respect to any of the Patents;

(iii) the right to sue or otherwise recover for any past, present and future infringement or other violation of any of the Patents; and

(iv) any and all agreements, licenses and covenants providing for the granting of any exclusive right in or to any of the Patents and the right to sue or otherwise recover for past, present and future infringement, dilution or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

***Signature Page to Patent Security Agreement***

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

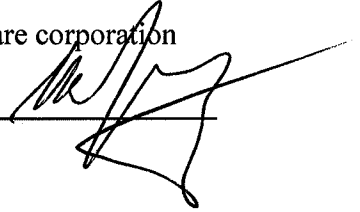
**GRANTOR:**

**ARGO TEA, INC.,** a Delaware corporation

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

Name: Arsen Avakian

Title: President

A handwritten signature in black ink, appearing to be 'A. Avakian', written over a horizontal line. The signature is stylized and extends to the right of the line.

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 037241 FRAME: 0715**

*Signature Page to Patent Security Agreement*

Agreed and Accepted as of the Date First  
Written Above

LENDER:

CARIBOU COFFEE COMPANY, INC.

By: 

Name: Mike Tattostield

Title: CEO

[Signature Page to Patent Security Agreement]

**SCHEDULE A**

**PATENTS**

<b>Patent Description</b>	<b>U.S. Patent No.</b>
Bottle; Issued June 26, 2012 in the name of Argo Tea, Inc.	D662,422

**PATENT APPLICATIONS**

None.