

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4628704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EINSTEIN NOAH RESTAURANT GROUP, INC.	10/05/2017
RECEIVING PARTY DATA	
Name:	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	245 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29563848
CORRESPONDENCE DATA	
Fax Number:	(678)553-2602
<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>	
Phone:	6785532601
Email:	jimmarl@gtlaw.com
Correspondent Name:	LASHANA C. JIMMAR, PARALEGAL
Address Line 1:	GREENBERG TRAUIG, LLP
Address Line 2:	3333 PIEDMONT ROAD, NE, SUITE 2500
Address Line 4:	ATLANTA, GEORGIA 30305
ATTORNEY DOCKET NUMBER:	123235.014700
NAME OF SUBMITTER:	LASHANA C. JIMMAR
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	10/05/2017
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Patent Security Agreement*") dated as of October 5, 2017, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH ("*Rabobank*"), in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of October 5, 2017 as amended, restated, supplemented, extended or otherwise modified from time to time, the "*Credit Agreement*", by and among Caribou Coffee Company, Inc., a Minnesota corporation, as borrower ("*Borrower*"), the various financial institutions party thereto as a lender (each a "*Lender*", and collectively, the "*Lenders*"), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of October 5, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*").

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Patent Collateral*"):

- (a) all of such Grantor's Patents, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership of rights to any new patentable inventions or become entitled to the benefit of any U.S. patent application or U.S. issued patent for (including any reissue, division, or continuation, of any patent), the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any new patent application filed with the U.S. Patent and Trademark Office, provided that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the U.S. Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

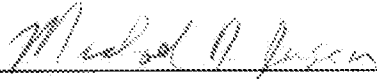
7. GOVERNING LAW. This Patent Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

EINSTEIN NOAH RESTAURANT GROUP, INC.,
a Delaware Corporation

By: 
Name: Mike Jensen
Title: Chief Financial Officer

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Administrative Agent**

By: 
Name: **Eric Hurshman**
Title: **Managing Director**

By: 
Name: **Christopher Hartofilis**
Title: **Executive Director**

SCHEDULE I

to

PATENT SECURITY AGREEMENT

Patent Registrations

None.

Patent Applications

Grantor	Country	Patent Application	Application Serial No.	Application Filing Date
Einstein Noah Restaurant Group, Inc.	United States of America	DOUGH SHAPING TOOL	29/563,848	5/9/2016