# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4652514

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

## **CONVEYING PARTY DATA**

| Name                | Execution Date |  |
|---------------------|----------------|--|
| BOYD COFFEE COMPANY | 10/02/2017     |  |

## **RECEIVING PARTY DATA**

| Name:           | FARMER BROS. CO.               |
|-----------------|--------------------------------|
| Street Address: | 13601 NORTH FREEWAY, SUITE 200 |
| City:           | FORT WORTH                     |
| State/Country:  | TEXAS                          |
| Postal Code:    | 76177                          |

## **PROPERTY NUMBERS Total: 24**

| Property Type       | Number       |
|---------------------|--------------|
| Patent Number:      | D295021      |
| Patent Number:      | 4811872      |
| Patent Number:      | D314295      |
| Patent Number:      | D316940      |
| Patent Number:      | D326024      |
| Patent Number:      | 4974500      |
| Patent Number:      | 5156297      |
| Patent Number:      | 5217288      |
| Patent Number:      | 5086806      |
| Patent Number:      | D341010      |
| Patent Number:      | 5309960      |
| Patent Number:      | 5498757      |
| Patent Number:      | 5887760      |
| Patent Number:      | 6062126      |
| Patent Number:      | D426691      |
| Patent Number:      | 6202540      |
| Application Number: | 09972790     |
| PCT Number:         | US2001031348 |
| Application Number: | 60350306     |
| Application Number: | 60374108     |
|                     |              |

PATENT REEL: 043921 FRAME: 0771

504605802

| Property Type       | Number       |
|---------------------|--------------|
| Patent Number:      | 6786138      |
| Patent Number:      | D494810      |
| Application Number: | 13842279     |
| PCT Number:         | US1996000759 |

### **CORRESPONDENCE DATA**

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Address Line 4: PORTLAND, OREGON 97204

| ATTORNEY DOCKET NUMBER: | 125014-PA ASSIGNMENT |
|-------------------------|----------------------|
| NAME OF SUBMITTER:      | HEATHER KULIN        |
| SIGNATURE:              | /Heather Kulin/      |
| DATE SIGNED:            | 10/23/2017           |

### **Total Attachments: 7**

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#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), dated as of October 2, 2017, is made by Boyd Coffee Company, an Oregon corporation ("<u>Seller</u>" or "<u>Assignor</u>"), in favor of Boyd Assets Co., a Delaware corporation ("<u>Buyer</u>" or "<u>Assignee</u>"), pursuant to the terms of that certain Asset Purchase Agreement, dated as of August 18, 2017 (the "<u>Agreement</u>"), by and among Seller, each of the parties set forth on Exhibit A thereto, Farmer Bros. Co., a Delaware corporation, and Buyer.

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "<u>Transferred Patents</u>"):
  - (a) the patents and patent applications set forth in Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing under this Section 1 provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing under this Section 1; and
  - (d) any and all claims and causes of action with respect to any of the foregoing under this Section 1, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Terms of the Agreement</u>. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
- 3. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon

1

request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Transferred Patents to Buyer, or any assignee or successor thereto.

- 4. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Counterparts may be delivered via facsimile transmission, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law, Entire Agreement, etc. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State. This Assignment, the Agreement, the other Collateral Agreements (as defined in the Agreement) and the Confidentiality Agreement (as defined in the Agreement) contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter.
- 7. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms shall have the meanings given to such terms in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first above written.

SELLER:

**BOYD COFFEE COMPANY** 

~DocuSigned by: Jeffrey Newman

Name: Jeffrey A. Newman

President Title:

Signature Page to Patent Assignment Agreement

BUYER:

BOYD ASSETS CO.

By: 1/0/4/1/0/02

Name: Michael H. Keown Title: President & CEO

Signature Page to Patent Assignment Agreement

# **SCHEDULE 1**

## TRANSFERRED PATENTS

5

| Title   | Jurisdicti<br>on  | Patent<br>No.   | Applicati<br>on No.   | Issue<br>Date | Filing<br>Date | Status              |
|---|-------------------|-----------------|-----------------------|---------------|----------------|---------------------|
| SPICE CONTAINER   | United States     | D295,021        | 06/774,250            | 5-Apr-1988    | 9-Sep-1985     | Expired             |
| SECURABLE BEVERAGE<br>DISPENSING SERVER   | United States     | 4,811,872       | 07/085,340            | 14-Mar-1989   | 14-Aug-1987    | Expired             |
| STAND FOR BEVERAGE<br>SERVERS AND CONDIMENTS  | United States     | D314,295        | 07/090,531            | 5-Feb-1991    | 28-Aug-1987    | Expired             |
| STAND FOR A BEVERAGE<br>SERVER AND CONDIMENTS   | United States     | D316,940        | 07/091,094            | 21-May-1991   | 31-Aug-1987    | Expired             |
| PORTABLE BEVERAGE<br>PREPARATION CABINET  | United States     | D326,024        | 07/415,187            | 12-May-1992   | 29-Sep-1989    | Expired             |
| HOT BEVERAGE PREPARATION<br>AND DISPENSING CART   | United<br>Kingdom | GB223628<br>4A  | G9906697A             | 3-Apr-1991    | 26-Mar-1990    | Withdrawn           |
| HOT BEVERAGE PREPARATION<br>AND DISPENSING CART   | Canada            | CA201310<br>5C  | CA2013105A            | 2-Jun-1998    | 27-Mar-1990    | Lapsed/Expir<br>ed  |
| HOT BEVERAGE PREPARATION<br>AND DISPENSING CART   | United States     | 4,974,500       | 07/415,199            | 4-Dec-1990    | 29-Sep-1989    | Expired             |
| BEVERAGE STAND WITH<br>QUANTITY INDICATOR   | US                | 5,156,297       | 07/565,509            | 20-Oct-1992   | 10-Aug-1990    | Expired             |
| BEVERAGE BREWER WITH<br>INTERLOCKING COMPONENT<br>PARTS FOR NONTOOL<br>ASSEMBLY/DISASSEMBLY | United States     | 5,217,288       | 07/662,580            | 8-Jun-1993    | 28-Feb-1991    | Expired             |
| AUTOMATIC FLOW CONTROL<br>SYSTEM AND FLOOD<br>PROTECTOR                                     | Canada            | CA205518<br>1A1 | CA2055181A            | 6-Oct-1992    | 8-Nov-1991     | Abandoned           |
| AUTOMATIC FLOW CONTROL<br>SYSTEM AND FLOOD<br>PROTECTOR                                     | United States     | 5,086,806       | 07/680,838            | 11-Feb-1992   | 5-Apr-1991     | Expired             |
| BEVERAGE CART WITH INSET<br>PANELS  | United States     | D341,010        | 07/832,762            | 2-Nov-1993    | 7-Feb-1992     | Expired             |
| CUP HOLDER FOR USE IN A<br>BEVERAGE PROCESSING<br>MACHINE                                   | United States     | 5,309,960       | 08/064,821            | 10-May-1994   | 19-May-1993    | Expired             |
| MILK FROTHING AND HEATING<br>SYSTEM   | United States     | 5,498,757       | 08/417,072            | 12-Mar-1996   | 4-Apr-1995     | Expired             |
| MILK FROTHING AND HEATING<br>SYSTEM   | EU                | EP765124<br>A1  | EP199690357<br>5A     | 2-Apr-1997    | 17-Jan-1996    | Withdrawn           |
| AIRPOT LEVER  | United States     | 5,887,760       | 08/962,048            | 30-Mar-1999   | 31-Oct-1998    | Expired             |
| BEVERAGE QUALITY CONTROL<br>APPARATUS AND METHOD  | United States     | 6,062,126       | 09/245,578            | 16-May-2000   | 5-Feb-1999     | Patented            |
| BEVERAGE QUALITY CONTROL<br>APPARATUS AND METHOD  | Canada            |                 | 2297197               |               | 26-Jan-2000    | Abandoned           |
| SERVICE CART  | United States     | D426,691        | 29/104,652            | 13-Jun-2000   | 10-May-1999    | Expired             |
| BEVERAGE QUALITY CONTROL<br>APPARATUS AND METHOD  | United States     | 6,202,540       | 09/532,104            | 20-Mar-2001   | 21-Mar-2000    | Expired             |
| ENCODED COFFEE PACKET   | United States     |                 | 09/972,790            |               | 5-Oct-2001     | Abandoned           |
| ENCODED COFFEE PACKET   | PCT/WIPO          |                 | PCT/US2001/<br>031348 |               | 5-Oct-2001     | Expired             |
| DEVICE FOR PREPARING MILK<br>FROTH FOR CAPPUCCINO   | United States     |                 | 60/350,306            |               | 16-Jan-2002    | Expired provisional |

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| Title   | Jurisdicti<br>on | Patent<br>No. | Applicati<br>on No.   | Issue<br>Date | Filing<br>Date | Status              |        |
|---|------------------|---------------|-----------------------|---------------|----------------|---------------------|--------|
| DEVICE FOR PREPARING MILK<br>FROTH FOR CAPPUCCINO   | United States    |               | 60/374,108            |               | 19-Apr-2002    | Expired provisional |        |
| DEVICE FOR PREPARING MILK<br>FROTH FOR CAPPUCCINO   | United States    | 6,786,138     | 10/251,517            | 7-Sep-2004    | 19-Sep-2002    | Patented            | all pd |
| AIRPOT VISOR  | United States    | D494,810      | 29/174,238            | 24-Aug-2004   | 13-Jan-2003    | Patented            | No MFs |
| BEVERAGE BREWING APPARATUS WITH USER- VARIABLE FLOW-CONTROLLED HEATING AND BY-PASS DISPENSING OF A LIQUID | United States    |               | 13/842,279            |               | 15-Mar-2013    | Abandoned           |        |
| BEVERAGE CART WITH INSET<br>PANELS  | France           | 317836        | 924475                | 31-Aug-1992   |                | Patented            |        |
| COFFEE MAKER  | Canada           | CA531062<br>A | CA531062A             |               | 3-Mar-1987     | Expired             |        |
| MILK FROTHING AND HEATING<br>SYSTEM   | PCT?WIPO         | N/A           | PCT/US1996/<br>000759 | N/A           | 17-Jan-1996    | Expired             |        |

**RECORDED: 10/23/2017**