## 504954274 06/11/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

nic Version v1.1 EPAS ID: PAT5001021

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

#### **CONVEYING PARTY DATA**

| Name                | Execution Date |
|---------------------|----------------|
| RONNOCO COFFEE, LLC | 06/08/2018     |

#### **RECEIVING PARTY DATA**

| Name:           | TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT |  |  |
|-----------------|--|--|--|
| Street Address: | 111 S. WACKER DRIVE, 36TH FLOOR            |  |  |
| City:           | CHICAGO                                    |  |  |
| State/Country:  | ILLINOIS                                   |  |  |
| Postal Code:    | 60606                                      |  |  |

## **PROPERTY NUMBERS Total: 2**

| Property Type       | Number   |  |
|---------------------|----------|--|
| Application Number: | 15482121 |  |
| Application Number: | 15592702 |  |

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 3128637141

Email:kristen.lange@goldbergkohn.comCorrespondent Name:KRISTEN N. LANGE, PARALEGALAddress Line 1:C/O GOLDBERG KOHN LTD.

**Address Line 2:** 55 E. MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

| ATTORNEY DOCKET NUMBER: | 7428.035   |  |
|-------------------------|--|--|
| NAME OF SUBMITTER:      | KRISTEN N. LANGE   |  |
| SIGNATURE:              | /kristenlange/   |  |
| DATE SIGNED:            | 06/11/2018   |  |
|                         | This document serves as an Oath/Declaration (37 CFR 1.63). |  |

#### **Total Attachments: 5**

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PATENT REEL: 046047 FRAME: 0299

#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 8, 2018, by RONNOCO COFFEE, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as a borrower, certain of its affiliates, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

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

- DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - all of its Patents and Patent Licenses including those referred to on Schedule I hereto;
    - (b) all reissues, continuations or extensions of the foregoing; and
  - all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

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- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>COUNTERPARTS</u>. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Patent Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Patent Security Agreement shall constitute effective delivery of such signature page.

[signature page follows]

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

RONNOCO COFFEE, LLC, a Delaware limited liability company

Name: Matthew Hare

Title: Vice President and Assistant Secretary

# ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,

as Agent

Name: Drew Guyette Title: Chief Credit Officer

Signature Page to Patent Security Agreement

# SCHEDULE I to PATENT SECURITY AGREEMENT

| Grantor             | Patent                | Patent Application | Filing Date |
|---------------------|-----------------------|--------------------|-------------|
|                     |                       | Number             |             |
| Ronnoco Coffee, LLC | Cold Coffee Brewing   | 15/482121          | 4/7/2017    |
|                     | System and Method     |                    |             |
| Ronnoco Coffee, LLC | Dual Compartment      | 15/592702          | 5/11/2017   |
|                     | Beverage Diluting and |                    |             |
|                     | Cooling Medium        |                    |             |
|                     | Container and System  |                    |             |

**RECORDED: 06/11/2018** 

PATENT REEL: 046047 FRAME: 0304