

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5989042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
S. & D. COFFEE, INC.	02/28/2020
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	ONE BRYANT PARK
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D793157
Patent Number:	D827367
Patent Number:	D793805
Patent Number:	10413110
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Ted.mulligan@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	SYED HUMZA MOINUDDIN
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	02/28/2020
Total Attachments: 6	
source=Patent Security Agreement w_ USPTO Cover (Westrock)_V_1 (2)#page1.tif	
source=Patent Security Agreement w_ USPTO Cover (Westrock)_V_1 (2)#page2.tif	
source=Patent Security Agreement w_ USPTO Cover (Westrock)_V_1 (2)#page3.tif	

source=Patent Security Agreement w_ USPTO Cover (Westrock)_V_1 (2)#page4.tif

source=Patent Security Agreement w_ USPTO Cover (Westrock)_V_1 (2)#page5.tif

source=Patent Security Agreement w_ USPTO Cover (Westrock)_V_1 (2)#page6.tif

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

S. & D. COFFEE, INC.

Execution Date(s) February 28, 2020

Additional names of conveying parties attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A., AS AGENT

Internal
Address:

Street Address: : One Bryant Park

City: New York

State: NY

Country: USA Zip: 10036

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of
Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Schedule 1

See Attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence
concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and
registrations involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card


Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

February 28, 2020

Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments,
and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2020, by S. & D. COFFEE, INC., a North Carolina corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as agent for the Secured Parties (in such capacity, the "Agent").

RECITALS

WHEREAS, the Lenders (as defined below) have severally agreed to extend credit to the Grantor and certain of its affiliates pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among the Grantor, certain of its affiliates party thereto, the financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), and the Agent, pursuant to which the Lenders have agreed to make certain financial accommodations available to the Grantor and/or its affiliates from time to time pursuant to the terms and conditions thereof (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Obligations of the Specified Loan Parties under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Specified Loan Parties under the Loan and Security Agreement or any other Loan Document.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent


issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is subject to the terms and conditions of the Intercreditor Agreement and in the event of any conflict between the terms hereof and thereof, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

The Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

S. & D. COFFEE, INC.,
a North Carolina corporation

By: 
Name: John A. Ebner
Title: Executive Vice President & Chief
Financial Officer

Acknowledged:

BANK OF AMERICA, N.A., as Agent

By: Logan Fisher
Name: Logan Fisher
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

UNITED STATES PATENTS:

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date	Status
Brew Basket Design Patent	S. & D. Coffee, Inc.	Issued	D793,157	1-Aug-17	Issued
Brew Basket Design Patent	S. & D. Coffee, Inc.	Issued	D827,367	4-Sep-18	Issued
Brew Basket Design Patent	S. & D. Coffee, Inc.	Issued	D793,805	8-Aug-17	Issued
Brew Basket Utility Application	S. & D. Coffee, Inc.	Issued	10,413,110	17-Sep-19	Issued

OTHER PATENTS:

None.