

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
China Mist Brands, Inc.		10/11/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Avenue, 9th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1896388	CHINA MIST	
<b>Registration Number:</b>	4845567	CHINA MIST	
<b>Registration Number:</b>	1386975	CHINA MIST	
<b>Registration Number:</b>	1915113	CHINA MIST	
<b>Registration Number:</b>	3384408	CHINA MIST ICED TEA	
<b>Registration Number:</b>	2813034	FIESTA FRIA	
<b>Registration Number:</b>	0183809		
<b>Registration Number:</b>	2760266	LEAVES PURE TEAS	
<b>Registration Number:</b>	2813035	MANGO FRIO	
<b>Registration Number:</b>	2552811	TEA-LC	
<b>Registration Number:</b>	1920208	TEA-LOVING CARE	
<b>Registration Number:</b>	3101411	TEA-SHIRT	
<b>Registration Number:</b>	1984494	TEA-SHIRTS	
<b>Registration Number:</b>	2725904	THE SIMPLICITY OF TEA	
<b>Registration Number:</b>	4875573	TRIBERRY DELIGHT	
<b>Registration Number:</b>	3712901	TRUE LEAVES ICED TEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2027395866  
**Email:** felicia.gordon@morganlewis.com  
**Correspondent Name:** Morgan, Lewis & Bockius LLP  
**Address Line 1:** 1111 Pennsylvania Avenue, NW  
**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	066397.05-0563
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon
<b>SIGNATURE:</b>	/Felicia D. Gordon/
<b>DATE SIGNED:</b>	12/01/2016

**Total Attachments: 6**

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**COPYRIGHT SECURITY AGREEMENT**

This COPYRIGHT SECURITY AGREEMENT (this “Copyright Security Agreement”) is made as of October 11, 2016, by and among **CHINA MIST BRANDS, INC.**, a Delaware corporation (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

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

WHEREAS, pursuant to that certain Credit Agreement dated as of March 2, 2015, by and among FARMER BROS. CO., a Delaware corporation, COFFEE BEAN INTERNATIONAL, INC., an Oregon corporation, FBC FINANCE COMPANY, a California corporation, and COFFEE BEAN HOLDING CO, INC., a Delaware corporation (collectively, the “Existing Grantors”), the Lenders from time to time party thereto and the Administrative Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Existing Grantors have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of March 2, 1015 (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Existing Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Copyright Collateral of such Existing Grantor;

WHEREAS, the Existing Grantors have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Copyright Security Agreement, dated as of March 2, 1015, in order to record the security interest granted to the Administrative Agent by the Existing Grantors, for the benefit of the Secured Parties, with the United States Copyright Office;

WHEREAS, the Grantor is joining the Credit Agreement and the Security Agreement pursuant to joinder agreements dated as of the date hereof among, *inter alia*, the Grantor and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Copyright Security Agreement in order to record the security interest granted to the Administrative Agent in the Copyright Collateral (as defined below) of the Grantor, for the benefit of the Secured Parties, with the United States Copyright Office;

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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used 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 COPYRIGHT COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured

Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Copyright Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Copyright Collateral”):

- (a) all of its copyright registrations and applications for registration thereof listed on Schedule I;
- (b) all renewals of the foregoing;
- (c) the right to sue for past, present, and future infringements of any of the foregoing; and
- (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, and payments now or hereafter due and/or payable thereunder, including damages and payments for past or future infringements thereof.

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

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Copyright 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. To the extent there is any inconsistency between this Copyright Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **RESERVED.**

6. **COUNTERPARTS.** This Copyright Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Copyright Security Agreement. Delivery of an executed counterpart of this Copyright Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Copyright Security Agreement. This Copyright Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS COPYRIGHT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE**

**SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CHINA MIST BRANDS, INC.,  
a Delaware corporation

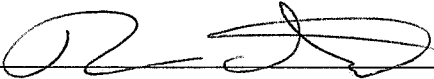
By: 

Name: Isaac N. Johnston, Jr.

Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.,**

By:   
Name: Ross Gilbert  
Title: Authorized officer

SCHEDULE I  
TO  
COPYRIGHT SECURITY AGREEMENT

COPYRIGHTS

<u>Name of Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Registration Number</u>
China Mist Brands, Inc.	Oasis Design	August 30, 1995	VA0000746115
China Mist Brands, Inc.	Why switch to China Mist?	June 1, 1992	TX0003332425

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