

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350072

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRILLIANT FOOD AND NUTRITION, LLC		07/30/2015	LIMITED LIABILITY COMPANY: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A.		
<b>Street Address:</b>	770 NORTH WATER STREET		
<b>City:</b>	MILWAUKEE		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4676653	TRILLIANT	
<b>Registration Number:</b>	4605011	HIGH DESERT ROASTERS	
<b>Registration Number:</b>	4588763	RIPAFRATTA	
<b>Registration Number:</b>	4654081	TRILLIANT	
<b>Registration Number:</b>	4668503	EVERY CUP. EVERY BEAN. EVERY TIME.	
<b>Registration Number:</b>	4672399	RIPAFRATTA	
<b>Registration Number:</b>	4561150	INDULGIO	
<b>Registration Number:</b>	4561138	RENUYU	
<b>Registration Number:</b>	1910314	TRADE-MARK COFFEE	
<b>Registration Number:</b>	1911614		
<b>Registration Number:</b>	1888687	VOYAGEURS' BLEND	
<b>Registration Number:</b>	1582823	VICTOR ALLEN'S	
<b>Registration Number:</b>	1632337	VICTOR ALLEN'S	
<b>Registration Number:</b>	2172079	PRECISION ROASTED	
<b>Registration Number:</b>	2609343	TAZZA RICA	
<b>Serial Number:</b>	86696467	BARISTA RESERVE	
<b>Serial Number:</b>	86643994	COCONUT BURST	
<b>Serial Number:</b>	86586388	CHESTNUT CREEK	
<b>Serial Number:</b>	86586392	ASPEN RIDGE	
<b>TRADEMARK</b>			

CH \$1115.00 4676653

Property Type	Number	Word Mark
Serial Number:	86548095	TWIN RIDGE
Serial Number:	86548156	PUREARTH
Serial Number:	86548360	GRIND ON
Serial Number:	86548132	JAVA HOMESTEAD
Serial Number:	86548176	POLKA DOT
Serial Number:	86548300	LA TAZZA
Serial Number:	86548086	WILD BREWS
Serial Number:	86548316	BARISTA ORGANICA
Serial Number:	86548428	CAFÉ PRIMA
Serial Number:	86501884	5TH GEAR
Serial Number:	86501904	ARTISMO
Serial Number:	86438525	VITA BREW
Serial Number:	86438560	JAVA GOLD
Serial Number:	86438454	CAFÉ INDULGENCIA
Serial Number:	86438574	BOOZE BREWS
Serial Number:	86438502	PHARMA BREW
Serial Number:	86438483	BREW RELIEF
Serial Number:	86438423	COCONUT SPLASH
Serial Number:	86376009	TRADE-MARK COFFEE
Serial Number:	86359603	ROASTERS ALLEY
Serial Number:	86327194	STUDY FUEL
Serial Number:	86325414	DESERT GOLD ROAST
Serial Number:	86238314	STUDY FUEL
Serial Number:	85879834	CAFÉ UNUM
Serial Number:	85864604	KENSHO

**CORRESPONDENCE DATA**

**Fax Number:** 4142713552  
*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.*  
**Email:** tm-dept@quarles.com  
**Correspondent Name:** Hillary J. Wucherer  
**Address Line 1:** Quarles & Brady LLP - ATTN IP Docket  
**Address Line 2:** 411 E. Wisconsin Ave., Suite 2350  
**Address Line 4:** Milwaukee, WISCONSIN 53202-4426

<b>ATTORNEY DOCKET NUMBER:</b>	630027.00473
<b>NAME OF SUBMITTER:</b>	Hillary J. Wucherer
<b>SIGNATURE:</b>	/Hillary J. Wucherer/
<b>DATE SIGNED:</b>	08/03/2015

**Total Attachments: 7**

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## **Confirmatory Assignment of Security Interest in United States Trademarks**

This Confirmatory Assignment of Security Interest in United States Trademarks (this "Confirmatory Assignment") is made effective as of July 30, 2015, by and from TRILLIANT FOOD AND NUTRITION, LLC, a Wisconsin limited liability company ("Assignor"), whose principal address is 1101 Moasis Drive, Little Chute, Wisconsin 54140, to and in favor of BMO HARRIS BANK N.A., a national banking association ("Assignee"), as administrative agent for the Secured Parties (as defined in the Security Agreement described below), whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a General Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets for the benefit of the Secured Parties;

WHEREAS, Assignor has adopted, used, and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee for the benefit of the Secured Parties under the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
2. The Security Interest.

(a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations (other than expense reimbursement and indemnification obligations for which no claims have been made) and the expiration or termination of all agreements of the Secured Parties to extend credit to or for the account of the Borrower, Assignee shall execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks confirmed under this Confirmatory Assignment.

(b) Assignor hereby assigns and grants to Assignee for the benefit of the Secured Parties a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.


(c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. GOVERNING LAW. THIS CONFIRMATORY ASSIGNMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY ASSIGNMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

TRILLIANT FOOD AND NUTRITION, LLC

By:   
Name: Daniel Hopkin  
Title: President

[Signature Page to Confirmatory Assignment of Security Interest in United States Trademarks]

**Exhibit A**

**U.S. Trademark Registrations**

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Trilliant Food and Nutrition, LLC	TRILLIANT TRILLIANT	20-JAN-2015	4676653
Trilliant Food and Nutrition, LLC	HIGH DESERT ROASTERS HIGH DESERT ROASTERS	16-SEP-2014	4605011
Trilliant Food and Nutrition, LLC	RIPAFRATTA RIPAFRATTA	19-AUG-2014	4588763
Trilliant Food and Nutrition, LLC	TRILLIANT TRILLIANT	09-DEC-2014	4654081
Trilliant Food and Nutrition, LLC	EVERY CUP. EVERY BEAN. EVERY TIME.  EVERY CUP. EVERY BEAN. EVERY TIME.	06-JAN-2015	4668503
Trilliant Food and Nutrition, LLC	RIPAFRATTA RIPAFRATTA	13-JAN-2015	4672399
Trilliant Food and Nutrition, LLC	INDULGIO INDULGIO	01-JUL-2014	4561150
Trilliant Food and Nutrition, LLC	RENUYU RENUYU	01-JUL-2014	4561138
Trilliant Food and Nutrition, LLC	TRADE-MARK COFFEE	08-AUG-1995	1910314
Trilliant Food and Nutrition, LLC	COFFEE BEAN LOGO	15-AUG-1995	1911614
Trilliant Food and Nutrition, LLC	VOYAGEUR'S BLEND	11-APR-1995	1888687
Trilliant Food and Nutrition, LLC	VICTOR ALLEN'S	13-FEB-1990	1582823
Trilliant Food and Nutrition, LLC	VICTOR ALLEN'S	22-JAN-1991	1632337
Trilliant Food and Nutrition, LLC	PRECISION ROASTED	14-JUL-1998	2172079

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Trilliant Food and Nutrition, LLC	TAZZA RICA	20-AUG-2002	2609343

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Trilliant Food and Nutrition, LLC	BARISTA RESERVE	20-JUL-2015	86696467
Trilliant Food and Nutrition, LLC	COCONUT BURST COCONUT BURST	28-MAY-2015	86643994
Trilliant Food and Nutrition, LLC	CHESTNUT CREEK CHESTNUT CREEK	03-APR-2015	86586388
Trilliant Food and Nutrition, LLC	ASPEN RIDGE ASPEN RIDGE	03-APR-2015	86586392
Trilliant Food and Nutrition, LLC	TWIN RIDGE TWIN RIDGE	27-FEB-2015	86548095
Trilliant Food and Nutrition, LLC	PUREARTH PUREARTH	27-FEB-2015	86548156
Trilliant Food and Nutrition, LLC	GRIND ON GRIND ON	27-FEB-2015	86548360
Trilliant Food and Nutrition, LLC	JAVA HOMESTEAD JAVA HOMESTEAD	27-FEB-2015	86548132
Trilliant Food and Nutrition, LLC	POLKA DOT POLKA DOT	27-FEB-2015	86548176
Trilliant Food and Nutrition, LLC	LA TAZZA LA TAZZA	27-FEB-2015	86548300
Trilliant Food and Nutrition, LLC	WILD BREWS WILD BREWS	27-FEB-2015	86548086



<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Trilliant Food and Nutrition, LLC	BARISTA ORGANICA BARISTA ORGANICA	27-FEB-2015	86548316
Trilliant Food and Nutrition, LLC	CAFÉ PRIMA CAFÉ PRIMA	27-FEB-2015	86548428
Trilliant Food and Nutrition, LLC	5TH GEAR 5TH GEAR	13-JAN-2015	86501884
Trilliant Food and Nutrition, LLC	ARTISMO ARTISMO	13-JAN-2015	86501904
Trilliant Food and Nutrition, LLC	VITA BREW VITA BREW	29-OCT-2014	86438525
Trilliant Food and Nutrition, LLC	JAVA GOLD JAVA GOLD	29-OCT-2014	86438560
Trilliant Food and Nutrition, LLC	CAFÉ INDULGENCIA CAFÉ INDULGENCIA	29-OCT-2014	86438454
Trilliant Food and Nutrition, LLC	BOOZE BREWS BOOZE BREWS	29-OCT-2014	86438574
Trilliant Food and Nutrition, LLC	PHARMA BREW PHARMA BREW	29-OCT-2014	86438502
Trilliant Food and Nutrition, LLC	BREW RELIEF BREW RELIEF	29-OCT-2014	86438483
Trilliant Food and Nutrition, LLC	COCONUT SPLASH COCONUT SPLASH	29-OCT-2014	86438423
Trilliant Food and Nutrition, LLC	TRADE-MARK COFFEE TRADE-MARK COFFEE	25-AUG-2014	86376009
Trilliant Food and Nutrition, LLC	ROASTERS ALLEY ROASTERS ALLEY	06-AUG-2014	86359603

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Trilliant Food and Nutrition, LLC	STUDY FUEL STUDY FUEL	02-JUL-2014	86327194
Trilliant Food and Nutrition, LLC	DESERT GOLD ROAST DESERT GOLD ROAST	01-JUL-2014	86325414
Trilliant Food and Nutrition, LLC	STUDY FUEL STUDY FUEL	01-APR-2014	86238314
Trilliant Food and Nutrition, LLC	CAFÉ UNUM CAFÉ UNUM	19-MAR-2013	85879834
Trilliant Food and Nutrition, LLC	KENSHO KENSHO	01-MAR-2013	85864604