

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boyd Assets Co.		11/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	4530330	423 1/2	
Registration Number:	4530332	BIG STAR	
Registration Number:	4601972	BOYD'S	
Registration Number:	1844292	BOYDS	
Registration Number:	2771750	BOYDS COFFEE	
Registration Number:	5325013	BOYD'S FREEZERS	
Registration Number:	2731365	CAFE ROJAS	
Registration Number:	4394132	CHOCOLATE MACK NUT	
Registration Number:	2400168	COFFEE HOUSE FREEZERS	
Registration Number:	3594470	COFFEE HOUSE ROAST	
Registration Number:	1346576	COFFEE HOUSE ROASTERS	
Registration Number:	2755179	COFFEE HOUSE ROASTERS	
Registration Number:	3325548	COFFEE PROFILER	
Registration Number:	1789276		
Registration Number:	4251067	DRINK LIFE STRONG	
Registration Number:	1639390	EARL ON ICE	
Registration Number:	1932987	ESPRESSO SOLO	
Registration Number:	4495551	ESTABLISHED 1900. SERIOUSLY.	
Registration Number:	2686419	FRENCH NO. 6	

CH \$1265.00 4530330

Property Type	Number	Word Mark
Registration Number:	4269142	FUEL. NOT FASHION.
Registration Number:	4530333	GOOD MORNING
Registration Number:	4530331	GORGE
Registration Number:	4530340	HAZELNUT GROVE
Registration Number:	3012300	HI-REV
Registration Number:	3538538	HI-REV
Registration Number:	2300750	ISLAND MIST
Registration Number:	1544708	ITALIA D'ORO
Registration Number:	1829521	ITALIA D'ORO
Registration Number:	1556710	ITALIA D'ORO
Registration Number:	2631420	ITALIA D'ORO FRESCANTE
Registration Number:	4530334	LODGE ROAST
Registration Number:	4530335	LOST LAKE
Registration Number:	2815516	MARKET ROAST
Registration Number:	1494437	MEDALLION
Registration Number:	1307925	
Registration Number:	1913576	MOCHACCINO
Registration Number:	4530336	MOTORINO
Registration Number:	4530337	NIGHT DOCK
Registration Number:	3493838	NO WIMPS ALLOWED
Registration Number:	0827239	RED WAGON
Registration Number:	4530378	RED WAGON
Registration Number:	2801849	RIP CITY COFFEE
Registration Number:	1731405	RITE-NOW
Registration Number:	4530339	STEADY HAND
Registration Number:	4530338	STEVEDORE
Registration Number:	4530341	STREAMLINER
Registration Number:	1468924	TECHNI-BREW
Registration Number:	1630228	THE REAL COFFEE EXPERTS
Registration Number:	1676131	THE REAL COFFEE EXPERTS
Registration Number:	2109723	VIAGGIO

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

TRADEMARK

REEL: 006240 FRAME: 0815

Address Line 4:	Washington, D.C. 20004
ATTORNEY DOCKET NUMBER:	06639705-0563
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/02/2018
Total Attachments: 8 source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page1.tif source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page2.tif source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page3.tif source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page4.tif source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page5.tif source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page6.tif source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page7.tif source=Farmer Bros - Trademark Security Agreement - Boyd Assetco#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of November 29, 2017, by and among **BOYD ASSETS CO.**, 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.

WITNESSETH:

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, COFFEE BEAN HOLDING CO, INC., a Delaware corporation, and CHINA MIST BRANDS, INC., a Delaware corporation (collectively, the "Existing Grantors"), the Lenders from time to time party thereto and the Administrative Agent (as amended by that certain First Amendment to Credit Agreement and First Amendment to Pledge and Security Agreement, dated as of August 25, 2017 (the "First Amendment"), and as further 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, 2015 (including all exhibits thereto, as amended by the First Amendment and as from time to time further 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 Trademark Collateral of such Existing Grantor;

WHEREAS, the Existing Grantors have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, those certain (i) Trademark Security Agreement, dated as of March 2, 2015 and (ii) Trademark Security Agreement, dated as of October 11, 2016, 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 Patent and Trademark 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 Trademark Security Agreement in order to record the security interest granted to the Administrative Agent in the Trademark Collateral (as defined below) of the Grantor, for the benefit of the Secured Parties, with the United States Patent and Trademark 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 TRADEMARK 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 Trademark 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 "Trademark Collateral"):

(a) all of its trademarks and service mark registrations and applications for registration thereof listed on Schedule I;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing;

(d) all rights to sue for past, present, and future infringements thereof; and

(e) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. RESERVED.

6. COUNTERPARTS. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark 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 Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW.** THIS TRADEMARK 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.

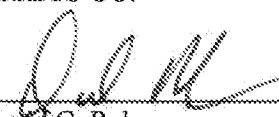
8. **MISCELLANEOUS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

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

GRANTOR:

BOYD ASSETS CO.

By: 
Name: David G. Robson
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Ross Gilbert


Title: Authorized Officer

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 006240 FRAME: 0821**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Trademark	Jurisdiction	Reg. No.	Appl. No.	Reg. Date	Filing Date	Status
423 1/2	United States	4530330	85715700	13-May-2014	29-Aug-2012	REGISTERED
BIG STAR	United States	4530332	85715720	13-May-2014	29-Aug-2012	REGISTERED
BOYD'S (Stylized Letters) BOYD'S	United States	4601972	85676776	9-Sep-2014	13-Jul-2012	REGISTERED
BOYDS	United States	1844292	74344853	12-Jul-1994	31-Dec-1992	REGISTERED
BOYDS COFFEE & Design 	United States	2771750	78178040	7-Oct-2003	24-Oct-2002	REGISTERED
BOYD'S FREEZERS	United States	5315013	87105249	31-Oct-2017	15-Jul-2016	REGISTERED
CAFE ROJAS	United States	2731365	76343523	1-Jul-2003	28-Nov-2001	REGISTERED
CHOCOLATE MACK NUT	United States	4394132	85715758	27-Aug-2013	29-Aug-2012	REGISTERED - SUPPLEMENTAL REGISTER
COFFEE HOUSE FREEZERS	United States	2400168	75867856	31-Oct-2000	9-Dec-1999	REGISTERED
COFFEE HOUSE ROAST	United States	3594470	77542947	24-Mar-2009	8-Aug-2008	REGISTERED
COFFEE HOUSE ROASTERS	United States	1346576	73458816	2-Jul-1985	27-Dec-1983	REGISTERED
COFFEE HOUSE ROASTERS & Design 	United States	2755179	76326644	26-Aug-2003	16-Oct-2001	REGISTERED
COFFEE PROFILER	United States	3325548	78263263	30-Oct-2007	17-Jun-2003	REGISTERED
Cup Saucer & Sunburst Design 	United States	1789276	74341497	24-Aug-1993	21-Dec-1992	REGISTERED

Trademark	Jurisdiction	Reg. No.	Appl. No.	Reg. Date	Filing Date	Status
DRINK LIFE STRONG	United States	4251067	85406994	27-Nov-2012	25-Aug-2011	REGISTERED
EARL ON ICE	United States	1639390	74011672	26-Mar-1991	18-Dec-1989	REGISTERED
ESPRESSO SOLO	United States	1932987	74585338	7-Nov-1995	13-Oct-1994	REGISTERED
ESTABLISHED 1900. SERIOUSLY.	United States	4495551	85676806	11-Mar-2014	13-Jul-2012	REGISTERED
FRENCH NO. 6	United States	2686419	76409865	11-Feb-2003	20-May-2002	REGISTERED
FUEL. NOT FASHION.	United States	4269142	85406965	1-Jan-2013	25-Aug-2011	REGISTERED
GOOD MORNING	United States	4530333	85715769	13-May-2014	29-Aug-2012	REGISTERED
GORGE	United States	4530331	85715711	13-May-2014	29-Aug-2012	REGISTERED
HAZELNUT GROVE	United States	4530340	85715902	13-May-2014	29-Aug-2012	REGISTERED
HI-REV	United States	3012300	78976394	1-Nov-2005	27-Jan-2004	REGISTERED
HI-REV	United States	3538538	78358349	25-Nov-2008	27-Jan-2004	REGISTERED
ISLAND MIST	United States	2300750	75437781	14-Dec-1999	20-Feb-1998	REGISTERED
ITALIA D'ORO	United States	1544708	73703229	20-Jun-1989	28-Dec-1987	REGISTERED
ITALIA D'ORO	United States	1829521	74359175	5-Apr-1994	16-Feb-1993	REGISTERED
ITALIA D'ORO	United States	1556710	73768498	19-Sep-1989	9-Dec-1988	REGISTERED
ITALIA D'ORO FRESCANTE	United States	2631420	76340818	8-Oct-2002	21-Nov-2001	REGISTERED
LODGE ROAST	United States	4530334	85715796	13-May-2014	29-Aug-2012	REGISTERED
LOST LAKE	United States	4530335	85715809	13-May-2014	29-Aug-2012	REGISTERED
MARKET ROAST	United States	2815516	76386269	17-Feb-2004	20-Mar-2002	REGISTERED
MEDALLION	United States	1494437	73688836	28-Jun-1988	9-Oct-1987	REGISTERED
Misc. Design (Red Wagon) 	United States	1307925	73460486	4-Dec-1984	11-Jan-1984	REGISTERED
MOCHACCINO	United States	1913576	74370182	22-Aug-1995	22-Mar-1993	REGISTERED
MOTORINO	United States	4530336	85715816	13-May-2014	29-Aug-2012	REGISTERED
NIGHT DOCK	United States	4530337	85715830	13-May-2014	29-Aug-2012	REGISTERED
NO WIMPS ALLOWED	United States	3493838	78470544	26-Aug-2008	19-Aug-2004	REGISTERED
RED WAGON	United States	0827239	72207108	11-Apr-1967	30-Nov-1964	REGISTERED
RED WAGON	United States	4530378	85738129	13-May-2014	25-Sep-2012	REGISTERED
RIP CITY COFFEE	United States	2801849	76424598	6-Jan-2004	26-Jun-2002	REGISTERED
RITE-NOW	United States	1731405	74182495	10-Nov-1992	5-Jul-1991	REGISTERED
STEADY HAND	United States	4530339	85715839	13-May-2014	29-Aug-2012	REGISTERED

Trademark	Jurisdiction	Reg. No.	Appl. No.	Reg. Date	Filing Date	Status
STEVEDORE	United States	4530338	85715836	13-May-2014	29-Aug-2012	REGISTERED
STREAMLINER	United States	4530341	85715911	13-May-2014	29-Aug-2012	REGISTERED
TECHNI-BREW	United States	1468924	73617741	15-Dec-1987	2-Sep-1986	REGISTERED
THE REAL COFFEE EXPERTS	United States	1630228	74022142	1-Jan-1991	24-Jan-1990	REGISTERED
THE REAL COFFEE EXPERTS	United States	1676131	74017215	18-Feb-1992	8-Jan-1990	REGISTERED
VIAGGIO	United States	2109723	75044729	28-Oct-1997	17-Jan-1996	REGISTERED