

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497088

|                                   |  |                         |                         |
|-----------------------------------|--|-------------------------|-------------------------|
| <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>      |
| FARMER BROS. CO.                  |  | 11/06/2018              | Corporation: DELAWARE   |
| BOYD ASSETS CO.                   |  | 11/06/2018              | Corporation: DELAWARE   |
| CHINA MIST BRANDS, INC.           |  | 11/06/2018              | Corporation: DELAWARE   |
| COFFEE BEAN INTERNATIONAL, INC.   |  | 11/06/2018              | Corporation: OREGON     |
| FBC FINANCE COMPANY               |  | 11/06/2018              | Corporation: CALIFORNIA |
| COFFEE BEAN HOLDING CO., INC.     |  | 11/06/2018              | Corporation: DELAWARE   |
| <b>RECEIVING PARTY DATA</b>       |  |                         |                         |
| <b>Name:</b>                      | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |                         |                         |
| <b>Street Address:</b>            | 10 S Dearborn St, Floor L2                         |                         |                         |
| <b>Internal Address:</b>          | Wholesale Loan Operations, Mail Code: IL1-1145     |                         |                         |
| <b>City:</b>                      | CHICAGO  |                         |                         |
| <b>State/Country:</b>             | ILLINOIS   |                         |                         |
| <b>Postal Code:</b>               | 60603  |                         |                         |
| <b>Entity Type:</b>               | National Banking Association: UNITED STATES        |                         |                         |
| <b>PROPERTY NUMBERS Total: 18</b> |  |                         |                         |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>        |                         |
| <b>Registration Number:</b>       | 5560061  | BOYD'S COFFEE           |                         |
| <b>Registration Number:</b>       | 5560062  | BOYD'S 1900             |                         |
| <b>Registration Number:</b>       | 1913198  | TECHNI-BREW             |                         |
| <b>Registration Number:</b>       | 1341288  | GOURMET MEDALLION       |                         |
| <b>Registration Number:</b>       | 1307924  | RED WAGON               |                         |
| <b>Registration Number:</b>       | 1310576  | THE REAL COFFEE EXPERTS |                         |
| <b>Registration Number:</b>       | 0782274  | FLAV-R-FLO              |                         |
| <b>Registration Number:</b>       | 5347620  | TECHNIBREW              |                         |
| <b>Registration Number:</b>       | 5247363  | CHINAMIST               |                         |
| <b>Registration Number:</b>       | 5525153  | CHINAMIST               |                         |
| <b>Registration Number:</b>       | 5525154  | CHINAMIST               |                         |
| <b>Registration Number:</b>       | 5247364  | CHINAMIST               |                         |

CH \$465.00 5560061

TRADEMARK

| Property Type        | Number  | Word Mark                        |
|----------------------|---------|----------------------------------|
| Registration Number: | 1838029 | FRENZY                           |
| Registration Number: | 5434584 | WILD OWL                         |
| Registration Number: | 5183482 | COLLABORATIVE COFFEE             |
| Registration Number: | 5183483 | COLLABORATIVE COFFEE FARM DIRECT |
| Registration Number: | 4021853 |                                  |
| Registration Number: | 3166168 | JAVA GUYS                        |

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*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: 2149813483  
Email: dclark@sidley.com  
Correspondent Name: DUSAN CLARK  
Address Line 1: 2021 MCKINNEY AVENUE, SUITE 2000  
Address Line 4: DALLAS, TEXAS 75201

|                    |               |
|--------------------|---------------|
| NAME OF SUBMITTER: | Dusan Clark   |
| SIGNATURE:         | /Dusan Clark/ |
| DATE SIGNED:       | 11/06/2018    |

**Total Attachments: 12**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of November 6, 2018, by and among **FARMER BROS. CO.**, a Delaware corporation (the "Borrower"), **BOYD ASSETS CO.**, a Delaware corporation ("Boyd Assets"), **CHINA MIST BRANDS, INC.**, a Delaware corporation ("China Mist"), **COFFEE BEAN INTERNATIONAL, INC.**, an Oregon corporation ("Coffee Bean"), **FBC FINANCE COMPANY**, a California corporation ("FBC"), and **COFFEE BEAN HOLDING CO., INC.**, a Delaware corporation ("Coffee Bean Holdings"), and together with the Borrower, Boyd Assets, China Mist, Coffee Bean, and FBC, each an "Initial Grantor"; the Initial Grantors, together with any additional Subsidiaries, whether now existing or hereafter formed or acquired which become parties to the Security Agreement from time to time, in accordance with the terms of the Credit Agreement (as defined below), by executing a Security Agreement Supplement, collectively, the "Grantors", and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the "Administrative Agent") for itself and for the Secured Parties (as defined in the Credit Agreement identified below).

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 6, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the Administrative Agent and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement, dated as of November 6, 2018 (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 Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, 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, each 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. Each 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 such 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 any Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any 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. Each 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 a signature page of this Security Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Trademark Security Agreement is a Loan Document.

7. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

8. MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER 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.

GRANTORS:

FARMER BROS. CO.

By: 

Name: David Robson

Title: Treasurer and CFO

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 006476 FRAME: 0548

BOYD ASSETS CO.

By: 

Name: David Robson

Title: CFO

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 006476 FRAME: 0549

CHINA MIST BRANDS, INC.

By: 

Name: David Robson

Title: CFO

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006476 FRAME: 0550**



COFFEE BEAN INTERNATIONAL, INC.

By: 

Name: David Robson

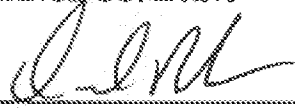
Title: CFO

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006476 FRAME: 0551**

FBC FINANCE COMPANY

By: \_\_\_\_\_



Name: David Robson

Title: Treasurer

[Signature page to Trademark Security Agreement]

COFFEE BEAN HOLDING CO., INC.

By: 

Name: David Robson

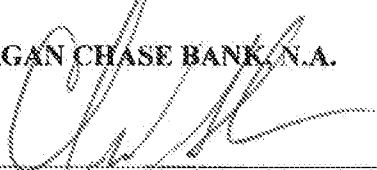
Title: Treasurer and CFO

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 006476 FRAME: 0553

ADMINISTRATIVE AGENT:



JPMORGAN CHASE BANK, N.A.

By:   
Name: Charles W. Shaw  
Title: Vice President



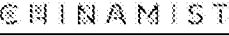
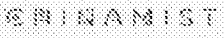
**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

**Owner: BOYD ASSETS CO.**



| <b>Mark</b>   | <b>Class</b> | <b>App. No.</b> | <b>App. Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|---|--------------|-----------------|------------------|-----------------|------------------|
| BOYD'S COFFEE<br><br><b>BOYD'S</b>  | 30           | 87769287        | 24-JAN-2018      | 5560061         | 11-SEP-2018      |
| BOYD'S 1900<br><br><b>BOYD'S</b>  | 30           | 87769303        | 24-JAN-2018      | 5560062         | 11-SEP-2018      |
| TECHNI-BREW<br><br>  | 11 21        | 74562375        | 18-AUG-1994      | 1913198         | 22-AUG-1995      |
| GOURMET MEDALLION   | 30           | 73512257        | 06-DEC-1984      | 1341288         | 11-JUN-1985      |
| RED WAGON   | 11 30        | 73460485        | 11-JAN-1984      | 1307924         | 04-DEC-1984      |
| THE REAL COFFEE EXPERTS   | 39           | 73435130        | 18-JUL-1983      | 1310576         | 18-DEC-1984      |
| FLAV-R-FLO  | 11           | 72175628        | 23-AUG-1963      | 0782274         | 29-DEC-1964      |
| TECHNIBREW<br><br> | 11           | 87221753        | 31-OCT-2016      | 5347620         | 28-NOV-2017      |

**Owner: CHINA MIST BRANDS, INC.**

|  |       |          |             |         |             |
|--|-------|----------|-------------|---------|-------------|
| CHINAMIST<br> | 30 35 | 86982257 | 27-MAR-2015 | 5247363 | 18-JUL-2017 |
| CHINAMIST<br> | 30    | 86578982 | 27-MAR-2015 | 5525153 | 24-JUL-2018 |
| CHINAMIST<br> | 30 32 | 86579055 | 27-MAR-2015 | 5525154 | 24-JUL-2018 |
| CHINAMIST<br> | 30 35 | 86982317 | 27-MAR-2015 | 5247364 | 18-JUL-2017 |
| FRENZY<br><br><i>Frenzy</i>  | 30    | 74423042 | 11-AUG-1993 | 1838029 | 31-MAY-1994 |

**Owner: FARMER BROS. CO.**

|                                  |    |          |             |         |             |
|----------------------------------|----|----------|-------------|---------|-------------|
| WILD OWL                         | 30 | 87361668 | 07-MAR-2017 | 5434584 | 27-MAR-2018 |
| COLLABORATIVE COFFEE             | 30 | 87073939 | 16-JUN-2016 | 5183482 | 11-APR-2017 |
| COLLABORATIVE COFFEE FARM DIRECT | 30 | 87073951 | 16-JUN-2016 | 5183483 | 11-APR-2017 |

|   |       |          |             |         |             |
|---|-------|----------|-------------|---------|-------------|
|                        |       |          |             |         |             |
| <i>Design Only</i><br> | 30 35 | 85173787 | 10-NOV-2010 | 4021853 | 06-SEP-2011 |
| JAVA GUYS   | 35    | 78473320 | 25-AUG-2004 | 3166168 | 31-OCT-2006 |