

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MASSIMO ZANETTI BEVERAGE USA, INC.		05/03/2022	Corporation: DELAWARE
KAUAI COFFEE COMPANY, LLC		05/03/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	3424 Peachtree Road NE
Internal Address:	21st Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	5335893	PARADISE MANGO TWIST
Registration Number:	2183733	KAUAI COFFEE
Registration Number:	4397751	ROOSTER ALARM
Registration Number:	4564922	POLIHALE SUNSET
Registration Number:	4564921	KAUAI BREEZE
Registration Number:	4664200	ISLANDER DELIGHT
Registration Number:	4693056	GARDEN ISLE
Registration Number:	2516061	
Registration Number:	2604351	KAUAI COFFEE
Registration Number:	3987120	DARK SATIN
Registration Number:	4051879	REVEILLE
Registration Number:	2157824	
Registration Number:	2173203	
Registration Number:	4387514	THE HEAVENLY COFFEE
Registration Number:	2297002	HEAVENLY HAZELNUT
Registration Number:	4534464	ENZO

CH \$1165.00 5335893

Property Type	Number	Word Mark
Registration Number:	1597673	PERFECT BALANCE
Registration Number:	4539080	BRILLANTE
Registration Number:	3819573	HEAVENLY.
Registration Number:	4633021	MONTAGNA
Registration Number:	4704595	A BETTER CUP BY DESIGN
Registration Number:	4819565	CRAFTED WITHOUT COMPROMISE FOR OVER 137
Registration Number:	4827418	CRESCENDO
Registration Number:	4997427	COFFEE CRAFTED LIKE NO OTHER.
Registration Number:	5003991	CRAFTED WITHOUT COMPROMISE
Registration Number:	5037055	HILLS BROS. CRAFTED WITHOUT COMPROMISE F
Registration Number:	5037054	HILLS BROS. CRAFTED WITHOUT COMPROMISE
Registration Number:	5082548	COFFEE NOW AND FOR THE FUTURE
Registration Number:	5124637	HIGHLAND VILLAGE RESERVE
Registration Number:	1332466	HIGH YIELD
Registration Number:	0051468	
Registration Number:	0838900	MJB
Registration Number:	1980790	CHASE & SANBORN
Registration Number:	2366913	MASTER CHEF
Registration Number:	4185329	HILLS BROS. THE TRUSTED COFFEE SINCE 187
Registration Number:	1014223	HILLS BROS
Registration Number:	0894796	CHOCK FULL O' NUTS
Registration Number:	3068091	CHOCK FULL O' NUTS
Registration Number:	3068077	CHOCK FULL O' NUTS
Registration Number:	0632806	CHOCK FULL O'NUTS-THE HEAVENLY COFFEE
Registration Number:	2006514	CHOCK FULL O' NUTS
Registration Number:	6109030	AT HOME, IT'S HILLS BROS.
Registration Number:	6449765	TASTE A WORLD-CLASS CAFÉ EXPERIENCE
Registration Number:	1249156	MJB
Serial Number:	97124719	THE COFFEE BAR BY SEGAFREDO ZANETTI
Serial Number:	90632155	CARE IN YOUR CUP

CORRESPONDENCE DATA

Fax Number:

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: 6785534768

Email: slickerb@gtlaw.com

Correspondent Name: Brittiny Slicker

Address Line 1: 3333 Piedmont Road NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Brittiny Slicker

SIGNATURE: /Brittiny Slicker/

DATE SIGNED: 05/03/2022

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of May 3, 2022, by and among MASSIMO ZANETTI BEVERAGE USA, INC., a Delaware corporation ("Massimo Beverage"), KAUAI COFFEE COMPANY, LLC, a Delaware limited liability company ("Kauai"; together with Massimo Beverage, each, a "Grantor" and, collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A., (the "Administrative Agent"), under 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 even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors, those Subsidiaries of Massimo Beverage from time to time party thereto as Borrowers (together with Massimo Beverage, collectively, the "Borrowers" and each, individually, a "Borrower"), the Loan Parties from time to time party thereto, the lenders signatory thereto from time to time (the "Lenders"), and Administrative Agent, in its capacity as Administrative Agent for the Lenders, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Administrative Agent that certain Pledge and Security Agreement dated as of even date herewith (including all annexes, exhibits, or schedules thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Administrative Agent this Trademark Security Agreement.

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 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. Each Grantor does hereby grant to Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following (all of the following, being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the

business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule I attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts, and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

For the avoidance of doubt, and notwithstanding any term or provision in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any application for trademark filed with the U.S. Patent and Trademark Office (the "USPTO") pursuant to 15 U.S.C. § 1051(b)(1) and for which a form (each such form, a "Form") evidencing use of any such trademark in interstate commerce has not been filed with the USPTO pursuant to 15 U.S.C. §§ 1051(c)(1) or 1051(d)(1). The term "Trademark Collateral" shall include any trademark for which a Form has been filed with the USPTO.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give notice to Administrative Agent in accordance with, and to the extent required by Section 4.7 of the Security Agreement, with respect to any such new trademarks. Without limiting such Grantor's obligations under this Section, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. 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, or any of the Loan Parties, to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

5. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 8.14 thereof.

6. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement, and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of each Grantor, including all successors in interest of such Grantor in and to all or any part of the Trademark Collateral, and shall benefit Administrative Agent and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Trademark Security Agreement may be amended or modified only with the written consent of each party hereto.

7. Counterparts; Headings. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

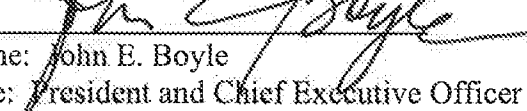
8. Construction. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

[Continued on following page.]

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.

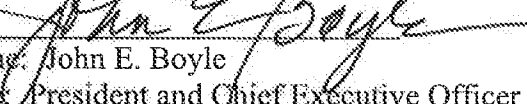
GRANTORS:

MASSIMO ZANETTI BEVERAGE USA, INC.

By: 
Name: John E. Boyle
Title: President and Chief Executive Officer

KAUAI COFFEE COMPANY, LLC

By: MASSIMO ZANETTI BEVERAGE USA, INC.,
its Sole Member

By: 
Name: John E. Boyle
Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: Angela Leake

Name: Angela Leake

Title: Authorized Officer

[MZB---TRADEMARK SECURITY AGREEMENT]

RECORDED: 05/03/2022

TRADEMARK
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