

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westrock Beverage Solutions, LLC	FORMERLY Westrock Coffee Company, LLC	08/29/2022	Limited Liability Company: DELAWARE
Westrock Coffee Roasting, LLC		08/29/2022	Limited Liability Company: ARKANSAS
S. & D. Coffee, Inc.		08/29/2022	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Collateral Agent
Street Address:	301 S Tryon Street, 27th floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28282-1915
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	4904972	
Registration Number:	3979281	RWANDA TRADING COMPANY
Registration Number:	4940157	WESTROCK COFFEE COMPANY
Registration Number:	4940749	WESTROCK COFFEE COMPANY
Registration Number:	5943552	WESTROCK COFFEE COMPANY
Registration Number:	5020476	100% ARABICA DECAFFEINATED
Registration Number:	5180813	EAST AFRICAN BLEND
Registration Number:	6375580	FARMER DIRECT VERIFIED
Registration Number:	6302996	FARMER DIRECT VERIFIED
Registration Number:	6775767	INNER CIRCLE
Registration Number:	4478098	INZOVU
Registration Number:	5015974	MEZA MORNING BLEND
Registration Number:	4753028	NEIGHBORHOOD SOCIAL
Registration Number:	3112054	AMERICAN SELECT
Registration Number:	5266202	AMERICA'S SMARTEST COFFEE & TEA CO.

OP \$1390.00 4904972

Property Type	Number	Word Mark
Registration Number:	4214856	BEAN RIVER ROASTERS
Registration Number:	3331660	BUFFALO & SPRING
Registration Number:	3370476	BUFFALO & SPRING COFFEES OF DISTINCTION
Registration Number:	4805020	CONSTANT COFFEE
Registration Number:	2952739	DAY STARTER
Registration Number:	2061697	EUROPEAN SELECT
Registration Number:	2717663	JAVA LANE
Registration Number:	3363524	JAVA VALLEY
Registration Number:	1998504	KONA CLASSIC
Registration Number:	971484	LINCOLNSHIRE
Registration Number:	3090741	MANGROVE BAY
Registration Number:	3663399	NEW RIVER
Registration Number:	1052542	NITRO-PAK
Registration Number:	3696888	PERFECT ICED COFFEE
Registration Number:	3879014	PREMIUM GOLD
Registration Number:	3291877	RACE ZONE
Registration Number:	5312898	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Registration Number:	6234056	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Registration Number:	2637090	RED SKY BLEND
Registration Number:	2897909	ROOM MATE
Registration Number:	3122091	ROYAL DOWRY CHOCOLATES
Registration Number:	5137840	S&D
Registration Number:	840594	S & D
Registration Number:	5281484	S&D COFFEE & TEA
Registration Number:	2514671	S&D COFFEE, INC.
Registration Number:	3383002	S&D COFFEE, INC
Registration Number:	5038645	SIMPLY COFFEE
Registration Number:	5362338	SIMPLY COFFEE
Registration Number:	3851104	TEAFINITY
Registration Number:	2181541	THE COFFEE ZONE
Registration Number:	5743908	THE COFFEE ZONE
Registration Number:	68024	VICTOR
Registration Number:	3018270	WAKE ZONE
Registration Number:	3606923	JAVA TO GO
Registration Number:	1678013	SUITE SYSTEMS
Registration Number:	1066867	WALLINGFORD
Registration Number:	4958155	TEMBO COFFEE COMPANY
Registration Number:	5020471	KIVU BOLD

Property Type	Number	Word Mark
Registration Number:	5020469	RWANDA SELECT RESERVE
Serial Number:	97060247	RWANDA SELECT RESERVE

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/31/2022

Total Attachments: 9
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Westrock Beverage Solutions, LLC
(f/k/a Westrock Coffee Company, LLC)
Limited Liability Company - Delaware
 - 2. Westrock Coffee Roasting, LLC
Limited liability company - Arkansas
 - 3. S. & D. Coffee, Inc.
Corporation - North Carolina
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 29, 2022

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, N.A., as Collateral Agent

Street Address: 301 S Tryon Street, 27th floor

City: Charlotte

State: NC

Country: USA Zip: 28282-1915

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Westrock (91350.0335)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

55

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

August 29, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 29, 2022 (this “*Agreement*”), made by WESTROCK BEVERAGE SOLUTIONS, LLC (f/k/a WESTROCK COFFEE COMPANY, LLC), a Delaware limited liability company, S. & D. COFFEE, INC., a North Carolina corporation, and WESTROCK COFFEE ROASTING, LLC, a Arkansas limited liability company (each a “*Pledgor*”, and collectively, the “*Pledgors*”), in favor of WELLS FARGO BANK, N.A., as collateral agent for the Secured Parties (together with its successors and assigns, in such capacity, the “*Collateral Agent*”).

Reference is made to the Collateral Agreement dated as of August 29, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among the Pledgors, the other pledgors party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. All terms defined in the Uniform Commercial Code and not defined in this Agreement or the Collateral Agreement have the meanings specified therein. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets and properties (whether now owned or hereafter acquired) (collectively, but excluding any Excluded Property, the “*IP Collateral*”): all Trademarks of the United States of America, including those listed on Schedule I; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of such Pledgor’s right, title or interest therein or in any Trademark issued as a result of such application under applicable federal law.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

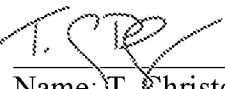
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

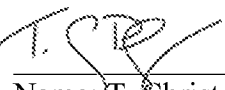
WESTROCK BEVERAGE SOLUTIONS, LLC
(F/K/A WESTROCK COFFEE COMPANY, LLC)

By: 
Name: T. Christopher Pledger
Title: Chief Financial Officer

WESTROCK COFFEE ROASTING, LLC

By: 
Name: T. Christopher Pledger
Title: Chief Financial Officer

S. & D. COFFEE, INC.

By: 
Name: T. Christopher Pledger
Title: Chief Financial Officer

WELLS FARGO BANK, N.A., as Collateral Agent






By: *Christine Gardiner*
Name: Christine Gardiner
Title: Senior Vice President





[Signature Page to Notice of Grant of Security Interest in Trademarks]

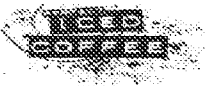





TRADEMARK
REEL: 007836 FRAME: 0380

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
(Elephant Design) Classes: 030 	4,904,972	2/23/2016
Rwanda Trading Company (& Design) Classes: 030 	3,979,281	6/14/2011
Westrock Coffee Company Westrock Coffee Company (& Elephant Design) Classes: 030 	4,940,157 4,940,749	4/19/2016 4/19/2016
Westrock Coffee Company (& Elephant Design) Classes: 030 	5,943,552	12/24/2019
100% Arabica Decaffeinated (& Design) Classes: 030 	5,020,476	8/16/2016

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
East African Blend (& Elephant Design) Classes: 030 	5,180,813	4/11/2017
Farmer Direct Verified (& Design) Classes: 030 	6,375,580	6/8/2021
Farmer Direct Verified (Supplemental Register) Classes: 030	6,302,996	3/23/2021
Inner Circle Classes: 030	6775767	06/28/2022
Inzovu Classes: 030	4,478,098	2/4/2014
Meza Morning Blend (& Elephant Design) Classes: 030 	5,015,974	8/9/2016
Neighborhood Social Classes: 030	4,753,028	6/9/2015
AMERICAN SELECT	3,112,054	7/4/2006
AMERICA'S SMARTEST COFFEE & TEA CO.	5,266,202	8/15/2017
BEAN RIVER ROASTERS	4,214,856	9/25/2012
BUFFALO & SPRING	3,331,660	11/6/2007
BUFFALO & SPRING COFFEES OF DISTINCTION AND DESIGN 	3,370,476	1/15/2008
CONSTANT COFFEE	4,805,020	9/1/2015
DAY STARTER	2,952,739	5/17/2005
EUROPEAN SELECT	2,061,697	5/13/1997
JAVA LANE	2,717,663	5/20/2003
JAVA VALLEY	3,363,524	1/1/2008
KONA CLASSIC	1,998,504	9/3/1996
LINCOLNSHIRE	971,484	10/23/1973
MANGROVE BAY	3,090,741	5/9/2006
NEW RIVER	3,663,399	8/4/2009

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
NITRO-PAK	1,052,542	11/9/1976
PERFECT ICED COFFEE & DESIGN 	3,696,888	10/13/2009
PREMIUM GOLD	3,879,014	11/23/2010
RACE ZONE	3,291,877	9/11/2007
RAIZ SUSTAINABILITY ROOTED IN IMPACT and Logo 	5,312,898	10/17/2017
RAIZ SUSTAINABILITY ROOTED IN IMPACT and Logo 	6,234,056	12/29/2020
RED SKY BLEND	2,637,090	10/15/2002
ROOM MATE	2,897,909	10/26/2004
ROYAL DOWRY CHOCOLATES	3,122,091	7/25/2006
S&D	5,137,840	2/7/2017
S&D & DESIGN (PERCULATOR) 	840,594	12/12/1967
S&D COFFEE & TEA & Design 	5,281,484	7/7/2017
S&D COFFEE, INC.	2,514,671	12/4/2001
S&D COFFEE, INC. AND DESIGN (PERCULATOR) 	3,383,002	2/12/2008
SIMPLY COFFEE	5,038,645	9/13/2016
SIMPLY COFFEE	5,362,338	12/26/2017
TEAFINITY	3,851,104	9/21/2010
THE COFFEE ZONE	2,181,541	8/11/1998
THE COFFEE ZONE	5,743,908	5/7/2019
VICTOR	68,024	3/3/1908
WAKE ZONE	3,018,270	11/22/2005
Java to Go	3606923	04/14/2009
SUITE SYSTEMS	1678013	03/03/1992
Wallingford (Stylized)	1066867	05/31/1977
TEMBO COFFEE COMPANY	4958155	05/17/2016
KIVU BOLD & Design	5020471	08/16/2016
RWANDA SELECT RESERVE & Design	5020469	08/16/2016

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Rwanda Select Reserve Classes: 030	97/060,247	10/5/2021