

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farmer Bros. Co.		04/04/2023	Corporation: DELAWARE
Boyd Assets Co.		04/04/2023	Corporation: DELAWARE
China Mist Brands, Inc.		04/04/2023	Corporation: DELAWARE
Coffee Bean International, Inc.		04/04/2023	Corporation: OREGON
FBC Finance Company		04/04/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1800 Century Park East, 11th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6901459	AC ARTISAN COLLECTION
Registration Number:	6901460	AC ARTISAN COLLECTION
Serial Number:	97609075	ETHICALLY SOURCED
Serial Number:	97609098	ETHICALLY SOURCED
Serial Number:	97609136	PROJECT DIRECT

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.726

TRADEMARK

REEL: 008032 FRAME: 0826

900763214

OP \$140.00 6901459

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	04/04/2023
Total Attachments: 7 source=Farmer Bros - Supplemental Trademark Security Agreement - April 2023- (002)#page1.tif source=Farmer Bros - Supplemental Trademark Security Agreement - April 2023- (002)#page2.tif source=Farmer Bros - Supplemental Trademark Security Agreement - April 2023- (002)#page3.tif source=Farmer Bros - Supplemental Trademark Security Agreement - April 2023- (002)#page4.tif source=Farmer Bros - Supplemental Trademark Security Agreement - April 2023- (002)#page5.tif source=Farmer Bros - Supplemental Trademark Security Agreement - April 2023- (002)#page6.tif source=Farmer Bros - Supplemental Trademark Security Agreement - April 2023- (002)#page7.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Supplemental Trademark Security Agreement") is made this 4th day of April, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 26, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **FARMER BROS. CO.**, a Delaware corporation ("Parent"), and the Subsidiaries of Parent from time to time party to the Credit Agreement as borrowers in accordance with the terms thereof (collectively with Parent, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain (a) Guaranty and Security Agreement, dated as of April 26, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), and (b) the Trademark Security Agreement, dated April 26, 2021 (including the schedule thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement");

WHEREAS, Grantors have acquired additional Trademark Collateral (as defined below) that is not included in the Trademark Security Agreement and, as a result, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Supplemental Trademark Security Agreement which, for the avoidance of doubt, is in addition to the 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Supplemental Trademark Security Agreement shall be

subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Supplemental Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Supplemental 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 Supplemental Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, 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 Supplemental Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Supplemental Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Supplemental Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting

Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Supplemental Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Supplemental Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Supplemental Trademark Security Agreement is a Loan Document. This Supplemental 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 Supplemental Trademark Security Agreement. Delivery of an executed counterpart of this Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement. Any party delivering an executed counterpart of this Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplemental Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplemental Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND 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 Supplemental Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

FARMER BROS. CO., a Delaware corporation

By: Scott Drake
Name: Scott Drake
Title: CFO

BOYD ASSETS CO., a Delaware corporation

By: Scott Drake
Name: Scott Drake
Title: CFO

CHINA MIST BRANDS, INC., a Delaware corporation

By: Scott Drake
Name: Scott Drake
Title: CFO

COFFEE BEAN INTERNATIONAL, INC., an Oregon corporation

By: Scott Drake
Name: Scott Drake
Title: CFO

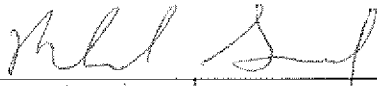
FBC FINANCE COMPANY, a California corporation

By: Scott Drake
Name: Scott Drake
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:



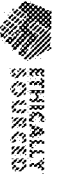
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 
Name: Michael Gerard
Its Authorized Signatory


SCHEDULE I
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

FARMER BROS. CO.

Mark Image (if applicable)	Mark	Status	Country	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Class	Goods/Services
	AC ARTISAN BLEND (Symbol)	Registered	United States of America	Farmer Bros. Co.	883226549	1-Mar-19	6901499	15-Nov-22	Renewal Due 11/15/2027	30	Coffee; cold brew coffee
	AC ARTISAN BLEND (Symbol) ARTISAN COLLECTION	Registered	United States of America	Farmer Bros. Co.	883226558	1-Mar-19	6901480	15-Nov-22	Renewal Due 11/15/2027	30	Coffee; cold brew coffee
	ETHICALLY SOURCED (Symbol)	Pending	United States of America	Farmer Bros. Co.	978918175	27-Sep-2022			Awaiting First Action	30	Coffee
	ETHICALLY SOURCED (SC)	Pending	United States of America	Farmer Bros. Co.	978918188	27-Sep-2022			Awaiting First Action	30	Coffee

COFFEE BEAN INTERNATIONAL, INC.

Mark/Insignia (if applicable)	Mark	Status	Country	Owner	App. No.	App. Date	Seq. No.	Pub. Date	Next Due Date	Class	Goods/Services
	PROJECT DIRECT (Design)	Pending	United States of America	Coffee Bean International, Inc.	97839196	27 Sep 22				39	White-bean and ground coffee; hot coffee and espresso; coffee-based and decaffeinated beverages; coffee-based hard blender mixes; ready-to-drink coffee-based beverages; iced coffee. Beverages made of coffee