## OP \$115.00 97787305

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM810630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Farmer Bros. Co.		05/15/2023	Corporation: DELAWARE
Boyd Assets Co.		05/15/2023	Corporation: DELAWARE
China Mist Brands, Inc.		05/15/2023	Corporation: DELAWARE
Coffee Bean International, Inc.		05/15/2023	Corporation: OREGON
FBC Finance Company		05/15/2023	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: 4**

Property Type	Number	Word Mark
Serial Number:	97787305	REVIVE
Serial Number:	97787299	REVIVE
Serial Number:	97787318	REVIVE SERVICE & RESTORATION
Serial Number:	97787311	REVIVE SERVICE & RESTORATION

### **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
NAME OF SUBMITTER:	Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/		
DATE SIGNED:	05/16/2023	
Total Attachments: 7		
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### SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Supplemental Trademark Security Agreement") is made this 15th day of May, 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. <u>DEFINED TERMS</u>. 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 <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. 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 "<u>Security Interest</u>") 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 "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u>;
- (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. <u>SECURITY FOR SECURED OBLIGATIONS</u>. 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. <u>SECURITY AGREEMENT</u>. 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. 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

TRADEMARK

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Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Supplemental Trademark Security Agreement by amending <u>Schedule I</u> 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 <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.

- Occument. 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. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION</u>. 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 <u>SECTION 25</u> 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.

FARM	ER BROS. CO., a Delaware corporation
By: Name: Title:	Soft Drake
BOYD	ASSETS CO., a Delaware corporation
By: Name: Title:	Satt Duke Soutt Drake CFO
CHINA corporat	MIST BRANDS, INC., a Delaware ion
By: Name: Tale:	Set Drake CFO
	E BEAN INTERNATIONAL, INC., an corporation
By: Name: Title:	Sott Brike
FBC FI:	NANCE COMPANY, a California on
By: Name: Title:	Sutt Diake

GRANTORS:

### ACCEPTED AND ACKNOWLEDGED BY:

**AGENT:** 

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: Ml S. J. Name: Michael Gerand

Its Authorized Signatory

### 1 of 2

### SCHEDULE I to SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

# Trademark Registrations/Applications

FARMER BROS. CO.

		Mark hnage (If applicable)
REVIVE		Nark
Pending	1	Status
United States of America	1	Country
Farmer Brich, Co.	Farmer Bros. Co.	Cwner
97787269	97787305	App. No.
Q6-Fab-2023	09-Feb-2023	App. Date
		Rag. No.
		Reg. Date
		Next Due Date
₿	. Ş.Ç.	Class
Rental and leasing of boverage equipment,	instalistion, repair and maintenence of beverage equipment.	Gaods/Services

RECORDED: 05/16/2023

		_
		Mark Image (if applicable)
REVIVE SERVICE &	REVIVE SERVICE & RESTORATION	Mark
Pending	Pending	Status
United States of America	United States of America	Country
Farmer Bros. Co.	Farmer Bros. Co.	Owner
97787311	97787318	App. No.
09-Feb-2023	09-Feb-2023	App. Date
		Reg. No.
		Reg. Date
		Next Due Date
43	37	Class
Rental and leasing of beverage equipment.	Installation, repair and maintenance of beverage equipment.	Goods/Services

FARMER BROS. CO.