

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Coffee & Tea, LLC		07/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
CBTL Franchising, LLC		07/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
CBTL Ventures, LLC		07/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank, N.A.		
Street Address:	555 South Flower Street, 16th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4622368	THE COFFEE BEAN	
Registration Number:	4695827	WE'RE POURING HAPPY	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>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.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	018450-0073		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	08/04/2015		

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Total Attachments: 4

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

July 20, 2015

INTERNATIONAL COFFEE & TEA, LLC, a Delaware limited liability company, ("Borrower"), CBTL FRANCHISING, LLC, a Delaware limited liability company ("CBTL"), and CBTL VENTURES, LLC, a Delaware limited liability company ("Ventures"), and together with Borrower and CBTL, the "Grantors" and each a "Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grant to CITY NATIONAL BANK, N.A., as agent for and representative of (in such capacity herein called "Secured Party") the financial institutions ("Lenders") party to that certain Fourth Amended and Restated Credit Agreement, entered into by and among Borrower, Agent and Lenders, dated as of July 20, 2015 (the "Credit Agreement"), a continuing security interest in the following property:

- (i) Each trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by any Grantor against third parties for damages by reason of past, present or future infringement of any trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of the Grantors under the Credit Agreement and as set out in that certain Security Agreement, dated as of September 30, 2008, by and among Borrower, CBTL and Secured Party, as amended by a Supplement No. 1 to Security Agreement, dated as of June 18, 2010, by and between Ventures and Secured Party, as amended and ratified by that certain Reaffirmation, Amendment and Consent, dated as of September 11, 2013, by and among the Grantors and Agent, and as amended and ratified by that certain Reaffirmation, Amendment and Consent, dated as of July 20, 2015, by and among the Grantors and Agent (collectively, the "Agreement").

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademark registrations and recordings, and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.


This Second Amended and Restated Trademark Security Agreement amends and restates that certain Amended and Restated Trademark Security Agreement, dated as of September 11, 2013, by and among Borrower, CBTL and Secured Party.

[Signature page follows]

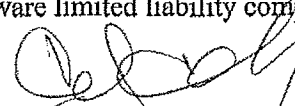
IN WITNESS WHEREOF, each Grantor has caused this Second Amended and Restated Trademark Security Agreement to be duly executed as of the date first written above.

GRANTOR:

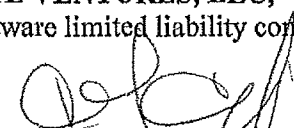
INTERNATIONAL COFFEE & TEA, LLC,
a Delaware limited liability company

By: 
Cori Connell, Vice President of Legal
Services and General Counsel

CBTL FRANCHISING, LLC,
a Delaware limited liability company

By: 
Cori Connell, Vice President of Legal
Services and General Counsel

CBTL VENTURES, LLC,
Delaware limited liability company

By: 
Cori Connell, Vice President of Legal
Services and General Counsel

ACCEPTED BY SECURED PARTY:

CITY NATIONAL BANK, N.A., as agent

By: _____
Charles Hill, Senior Vice President

IN WITNESS WHEREOF, each Grantor has caused this Second Amended and Restated Trademark Security Agreement to be duly executed as of the date first written above.

GRANTOR:

INTERNATIONAL COFFEE & TEA, LLC,
a Delaware limited liability company

By: _____
Cori Connell, Vice President of Legal
Services and General Counsel

CBTL FRANCHISING, LLC,
a Delaware limited liability company


By: _____
Cori Connell, Vice President of Legal
Services and General Counsel

CBTL VENTURES, LLC,
Delaware limited liability company

By: _____
Cori Connell, Vice President of Legal
Services and General Counsel

ACCEPTED BY SECURED PARTY:

CITY NATIONAL BANK, N.A., as agent

By: 
Charles Hill, Senior Vice President

Schedule A to
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
 Trademarks

Mark	Class(es)	Registration No./Serial No.	Status
Coffee Bean and Design	30	994,791	Registered
The Coffee Bean	30/42	2,946,995	Registered
The Coffee Bean & Tea Leaf	30/35/42	2,328,250	Registered
The Coffee Bean & Tea Leaf and Design	30/42	2,164,914	Registered
Ice Blended	30	1,920,010	Registered
Ice Blended and Design	30	3,342,386	Registered
The Original Ice Blended	30	3,022,455	Registered
The Original Ice Blended and Design	30	3,367,427	Registered
Ultimate Ice Blended	30	3,110,840	Registered
White Chocolate Dream	30	2,910,136	Registered
Winter Dream Tea	30	3,114,624	Registered
Simply the Best (SM)	35	3,369,790	Registered
The Coffee Bean & Tea Leaf Express and Design	43	3,300,701	Registered
Fru-Tea	30	3,399,767	Registered
CBTL (words alone)	11	4,007,381	Registered
CBTL (and Device)	11	4,007,382	Registered
CBTL (words alone)	30	4,003,713	Registered
CBTL (and Device)	30	4,003,714	Registered
CBTL (words alone)	35	4,007,383	Registered
CBTL (and Device)	35	4,007,384	Registered
The Purple Straw	30/32	4,065,894	Registered
The Purple Straw	35	4,072,993	Registered
The Purple Straw	43	4,072,994	Registered
One Touch. One Perfect Cup	30	4,094,433	Registered
One Touch. One Perfect Cup	11	4,094,432	Registered
The Coffee Bean	9/35/36	4,622,368	Registered
We're Pouring Happy	35/43	4,695,827	Registered
The Coffee Bean Rewards The Coffee Bean & Tea Leaf		86,069,082	Filed

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