

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DUTCH BROS., LLC		07/31/2017	Limited Liability Company: OREGON
BOERSMA BROS. LLC		07/31/2017	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	BANNER BANK
Street Address:	1000 2nd Avenue, Suite 1580
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	5207842	911
Registration Number:	4391896	ANNIHILATOR
Registration Number:	4869791	BLUE REBEL
Registration Number:	4391897	CARAMELIZER
Registration Number:	5116081	CHILLISTICATED
Registration Number:	4391899	COCOMO
Registration Number:	4490409	DOUBLE TORTURE
Registration Number:	2901318	DUTCH BROS. COFFEE
Registration Number:	5232183	DUTCH BROS COFFEE
Registration Number:	4595257	DUTCH BROS.
Registration Number:	2335803	DUTCH BROS.
Registration Number:	4388035	
Registration Number:	4423780	DUTCH BROS. BLUE REBEL
Registration Number:	4869790	DUTCH BROS. BLUE REBEL ENERGY DRINK GETU
Registration Number:	4894515	DUTCH BROS. BLUE REBEL SUGAR FREE ENERGY
Registration Number:	2902919	DUTCH BROS. COFFEE
Registration Number:	3885865	DUTCH BROS. COFFEE

CH \$1115.00 5207842

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4595256	DUTCH BROS. COFFEE
Registration Number:	4399255	DUTCH BROS. COFFEE
Registration Number:	5081644	DUTCH BROS. COFFEE GUARANTEED TO SATISFY
Registration Number:	4554256	DUTCH CLASSICS
Registration Number:	4520066	DUTCH COFFEE
Registration Number:	4517044	DUTCH FREEZE
Registration Number:	4836435	DUTCH FROST
Registration Number:	4391887	DUTCH MAFIA
Registration Number:	4391891	DUTCH MAFIA
Registration Number:	4391890	DUTCH MAFIA
Registration Number:	3736478	DUTCHWEAR
Registration Number:	4391904	ER-911
Registration Number:	4836432	GET UP EARLY STAY UP LATE CHANGE THE WOR
Registration Number:	4391893	GUARANTEED TO SATISFY
Registration Number:	4645722	KICKER
Registration Number:	4795990	LOVE ABOUNDS
Registration Number:	5119467	NOT-SO-HOT
Registration Number:	4836433	
Registration Number:	4391908	WIND CHILLS
Registration Number:	5077699	
Registration Number:	5227853	
Registration Number:	5090191	
Serial Number:	87428177	
Serial Number:	87428372	
Serial Number:	87428447	
Serial Number:	87428415	
Serial Number:	86963169	

CORRESPONDENCE DATA

Fax Number: 2067577014

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: 2067578014

Email: seatm@dwt.com, michaelamason@dwt.com

Correspondent Name: Matthew E. Moersfelder

Address Line 1: 1201 Third Avenue, Suite 2200

Address Line 4: SEATTLE, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 58243-355

NAME OF SUBMITTER: Matthew E. Moersfelder

SIGNATURE:	/MEM/
DATE SIGNED:	08/02/2017
Total Attachments: 6 source=NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST#page1.tif source=NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST#page2.tif source=NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST#page3.tif source=NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST#page4.tif source=NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST#page5.tif source=NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST#page6.tif	

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 31, 2017, made by each of the Grantors signatory hereto (the "Grantors"), in favor of BANNER BANK, a Washington banking corporation ("Lender"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guaranty and Security Agreement (each as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Lender and BOERSMA BROS. LLC, an Oregon limited liability company (the "Borrower"), the Lender has agreed to make loans (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and DUTCH BROS., LLC, an Oregon limited liability company have executed and delivered a Guaranty and Security Agreement (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of Lender.

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors granted to the Lender, a security interest in all of their Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Lender, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, pursuant to the Guaranty and Security Agreement it has granted to, and does hereby grant to, the Lender, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark license for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark license. Notwithstanding anything herein to the contrary, in no event shall the

Trademarks include any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this sentence shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein or in the resulting registration.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guaranty and Security Agreement. The Guaranty and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

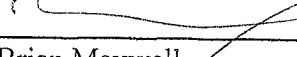
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

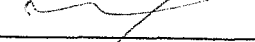
BOERSMA BROS. LLC,

By Dutch Mafia, Inc.
Its: Manager

By: 
Name: Brian Maxwell
Its: Chief Operating Officer

DUTCH BROS., LLC

By Dutch Mafia, Inc.
Its: Manager

By: 
Name: Brian Maxwell
Its: Chief Operating Officer

BANNER BANK

By: _____
Name: Jay Stormberg
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOERSMA BROS. LLC,

By Dutch Mafia, Inc.
Its: Manager

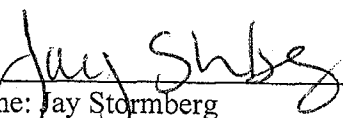
By: _____
Name: Brian Maxwell
Its: Chief Operating Officer

DUTCH BROS., LLC

By Dutch Mafia, Inc.
Its: Manager

By: _____
Name: Brian Maxwell
Its: Chief Operating Officer

BANNER BANK

By: 
Name: Jay Stormberg
Title: Vice President

SCHEDULE I

i. Registered Intellectual Property

Owner	Type	Title	Registration Number	Jurisdiction
Dutch Bros., LLC	Trademark	911	5,207,842	USA
Dutch Bros., LLC	Trademark	ANNIHILATOR	4,391,896	USA
Dutch Bros., LLC	Trademark	BLUE REBEL & Design	4,869,791	USA
Dutch Bros., LLC	Trademark	CARAMELIZER	4,391,897	USA
Dutch Bros., LLC	Trademark	CHILLISTICATED	5,116,081	USA
Dutch Bros., LLC	Trademark	COCOMO	4,391,899	USA
Dutch Bros., LLC	Trademark	DOUBLE TORTURE	4,490,409	USA
Dutch Bros., LLC	Trademark	DUTCH BROS COFFEE & Design	2,901,318	USA
Dutch Bros., LLC	Trademark	DUTCH BROS COFFEE & 3 Ribbon Design	5,232,183	USA
Dutch Bros., LLC	Trademark	DUTCH BROS.	4,595,257	USA
Dutch Bros., LLC	Trademark	DUTCH BROS.	2,335,803	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. & Two Finger ("Peace") Design	4,388,035	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. BLUE REBEL	4,423,780	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. BLUE REBEL ENERGY DRINK & Black Can Logo	4,869,790	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. BLUE REBEL SUGAR FREE ENERGY & Blue Can Logo	4,894,515	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE	2,902,919	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE & Cup Trade Dress	3,885,865	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE & Design (Cup Design)	4,595,256	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE & Windmill Design	4,399,255	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE GUARANTEED TO SATISFY 3 Ribbon Cup Design	5,081,644	USA

Dutch Bros., LLC	Trademark	DUTCH CLASSICS	4,554,256	USA
Dutch Bros., LLC	Trademark	DUTCH COFFEE	4,520,066	USA
Dutch Bros., LLC	Trademark	DUTCH FREEZE	4,517,044	USA
Dutch Bros., LLC	Trademark	DUTCH FROST	4,836,435	USA
Dutch Bros., LLC	Trademark	DUTCH MAFIA	4,391,887	USA
Dutch Bros., LLC	Trademark	DUTCH MAFIA & Design (cigarette)	4,391,891	USA
Dutch Bros., LLC	Trademark	DUTCH MAFIA & Design (mug)	4,391,890	USA
Dutch Bros., LLC	Trademark	DUTCHWEAR	3,736,478	USA
Dutch Bros., LLC	Trademark	ER-911	4,391,904	USA
Dutch Bros., LLC	Trademark	GET UP EARLY STAY UP LATE CHANGE THE WORLD!	4,836,432	USA
Dutch Bros., LLC	Trademark	GUARANTEED TO SATISFY	4,391,893	USA
Dutch Bros., LLC	Trademark	KICKER	4,645,722	USA
Dutch Bros., LLC	Trademark	LOVE ABOUND	4,795,990	USA
Dutch Bros., LLC	Trademark	NOT-SO-HOT	5,119,467	USA
Dutch Bros., LLC	Trademark	Rebel Man Logo	4,836,433	USA
Dutch Bros., LLC	Trademark	WIND CHILLS	4,391,908	USA
Dutch Bros., LLC	Trademark	WINDMILL Design	5,077,699	USA
Dutch Bros., LLC	Trademark	Windmill Outline Logo	5,227,853	USA
Dutch Bros., LLC	Trademark	WINDMILL SILHOUETTE Design	5,090,191	USA

ii. Intellectual Property with Registration Applications Pending

Applicant	Type	Title	Application Number	Jurisdiction
Dutch Bros., LLC	Trademark	Blue Canopy Trade Dress	87/428177	USA
Dutch Bros., LLC	Trademark	Blue Roof Trade Dress	87/428372	USA
Dutch Bros., LLC	Trademark	Blue, Grey and White Building Color Configuration	87/428447	USA
Dutch Bros., LLC	Trademark	Standard Building with Blue Roof	87/428415	USA
Dutch Bros., LLC	Trademark	Yellow, Red, Blue Ribbon Design	86/963169	USA
Dutch Bros., LLC	Patent	CUP LID	15/388,637	USA