

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUTCH BROS., LLC		05/12/2021	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Serial Number:	90332764	DUTCH PASS	
Serial Number:	90332759	DUTCH REWARDS	
Serial Number:	90332755	DUTCH BROS	
Serial Number:	90480274	TOASTED	
Serial Number:	90522703	SOFT TOP	
Serial Number:	90522710	SOFT TOP	
Serial Number:	90059673	DUTCH AT HOME	
Serial Number:	90263185	CAMPOUT	
Serial Number:	88921167	GOLDEN EAGLE	
Serial Number:	88732835		
Serial Number:	88732836		
Serial Number:	88732834	DUTCH LUV	
Serial Number:	88477006	ITS ALL GOODIES	
Serial Number:	88477014		
Serial Number:	88476992	DRINK ONE FOR DANE	
Serial Number:	88297143	DUTCHWEAR	
Serial Number:	88297141	DUTCH BROS	
Serial Number:	88297134	DUTCH BROS COFFEE	
TRADEMARK			

CH \$1715.00 90332764

Property Type	Number	Word Mark
Serial Number:	87671740	DUTCH BROS COFFEE
Serial Number:	87671724	DUTCH BROS COFFEE
Serial Number:	87671696	
Serial Number:	87560737	
Serial Number:	87542650	
Serial Number:	87428447	
Serial Number:	87428415	
Serial Number:	87428372	
Serial Number:	87428177	
Serial Number:	87239472	DUTCH BROS COFFEE
Serial Number:	87239465	DUTCH BROS COFFEE
Serial Number:	87239458	
Serial Number:	87239450	
Serial Number:	87077861	NOT-SO-HOT
Serial Number:	87075989	911
Serial Number:	86568052	DUTCH FROST
Serial Number:	86568019	DUTCH BROS. BLUE REBEL ENERGY DRINK GETU
Serial Number:	86568045	BLUE REBEL
Serial Number:	86965128	CHILLISTICATED
Serial Number:	86963201	DUTCH BROS.COFFEE GUARANTEED TO SATISFY
Serial Number:	86963183	
Serial Number:	86963169	
Serial Number:	86963155	
Serial Number:	86568037	
Serial Number:	86568027	GET UP EARLY STAY UP LATE CHANGE THE WOR
Serial Number:	86568005	DUTCH BROS. BLUE REBEL SUGAR FREE ENERGY
Serial Number:	86135106	LOVE ABOUNDS
Serial Number:	85014745	DUTCH BROS. COFFEE
Serial Number:	85824517	DUTCH BROS. COFFEE
Serial Number:	85824705	DUTCH BROS. COFFEE
Serial Number:	85824545	DUTCH BROS.
Serial Number:	85824983	DOUBLE TORTURE
Serial Number:	85825046	DUTCH COFFEE
Serial Number:	85825099	KICKER
Serial Number:	85824562	DUTCH BROS. COFFEE
Serial Number:	85824474	
Serial Number:	85825021	DUTCH CLASSICS
Serial Number:	85825078	DUTCH FREEZE

Property Type	Number	Word Mark
Serial Number:	85824959	COCOMO
Serial Number:	85824937	CARAMELIZER
Serial Number:	85824910	ANNIHILATOR
Serial Number:	85824849	GUARANTEED TO SATISFY
Serial Number:	85824797	DUTCH MAFIA
Serial Number:	85824774	DUTCH MAFIA
Serial Number:	85824732	DUTCH MAFIA
Serial Number:	85481559	DUTCH BROS. BLUE REBEL
Serial Number:	77751359	DUTCHWEAR
Serial Number:	76538583	DUTCH BROS. COFFEE
Serial Number:	76538582	DUTCH BROS. COFFEE
Serial Number:	75696949	DUTCH BROS.

CORRESPONDENCE DATA

Fax Number:

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.

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21671228
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	05/12/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of May 12, 2021 is among DUTCH BROS., LLC, an Oregon limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, “Administrative Agent”) on behalf of the Lenders and the other Secured Parties (as defined in the Security Agreement, defined below).

W I T N E S S E T H

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrowers;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other Loan Parties party thereto, and Administrative Agent; and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Trademarks, Internet domain names, Trade Secrets and IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, all foreign counterparts thereto, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Grant of Security Interest in the Collateral. The Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security

interest in all of the following property of the Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “Trademarks” means (a) all rights, title and interests in trademarks, trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and all related IP Ancillary Rights), and the goodwill associated therewith, now existing or hereafter adopted or acquired, including all registrations and recordations thereof, and all applications in connection therewith, registered or submitted with the United States Patent and Trademark Office or any similar office or agency outside the United States; and (b) all renewals thereof, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which the Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by the Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) through (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include, (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rules or regulations or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

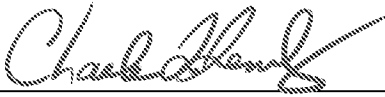
Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

DUTCH BROS., LLC

By: _____

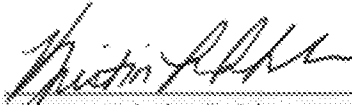
Name: Charles Jemley

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent







By: 

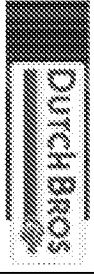







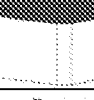


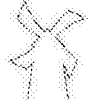

Name: Kristin Gubler

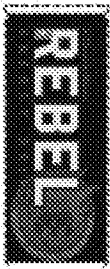
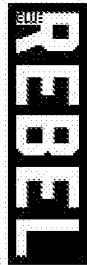
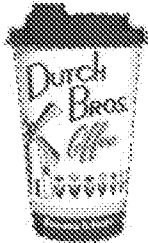

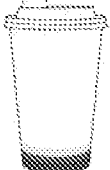
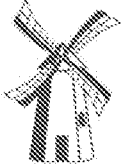

Title: Authorized Signer

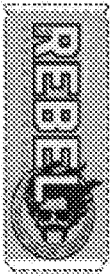





SCHEDULE A




TRADEMARKS AND TRADEMARK APPLICATIONS

Serial No.	Registration No.	Mark	Jurisdiction	Owner of Record
published	42970792		China	Dutch Bros., LLC
pending	42945854	DUTCH BROS	China	Dutch Bros., LLC
90332764		DUTCH PASS	United States	Dutch Bros., LLC
90332759		DUTCH REWARDS	United States	Dutch Bros., LLC
90332755		DUTCH BROS	United States	Dutch Bros., LLC
90480274	pending	TOASTED	United States	Dutch Bros., LLC
90522703	pending		United States	Dutch Bros., LLC
90522710	pending	SOFT TOP	United States	Dutch Bros., LLC
90059673	6216870	DUTCH AT HOME	United States	Dutch Bros., LLC
90263185		CAMPOUT	United States	Dutch Bros., LLC
88921167	6216177	GOLDEN EAGLE	United States	Dutch Bros., LLC
88732835			United States	Dutch Bros., LLC
88732836	6096165		United States	Dutch Bros., LLC
88732834	6096164	DUTCH LUV	United States	Dutch Bros., LLC
88477006	6088679	ITS ALL GOODIES	United States	Dutch Bros., LLC
88477014	6062c269		United States	Dutch Bros., LLC
88476992	5949776	DRINK ONE FOR DAVE	United States	Dutch Bros., LLC
88297143	5856092	DUTCHWEAR	United States	Dutch Bros., LLC
88297141	5866590	DUTCH BROS	United States	Dutch Bros., LLC
88297134	5866589		United States	Dutch Bros., LLC

87671740	5671245		United States	Dutch Bros., LLC
87671724	5671244		United States	Dutch Bros., LLC
87671696	5671243		United States	Dutch Bros., LLC
87560737	5435166		United States	Dutch Bros., LLC
87542650	5543973		United States	Dutch Bros., LLC
87428447	5352366		United States	Dutch Bros., LLC
87428415	5440057		United States	Dutch Bros., LLC
87428372	5394621		United States	Dutch Bros., LLC
87428177	5349656		United States	Dutch Bros., LLC
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86963183	5090191		United States	Dutch Bros., LLC
86963169	5325937		United States	Dutch Bros., LLC
86963155	5077699		United States	Dutch Bros., LLC
86568037	4836433		United States	Dutch Bros., LLC

86568027	4836432	GET UP EARLY STAY UP LATE! CHANGE THE WORLD!	United States	Dutch Bros., LLC
86568005	4894515		United States	Dutch Bros., LLC
86135106	4795990	LOVE ABOUND	United States	Dutch Bros., LLC
85014745	3885865		United States	Dutch Bros., LLC
85824517	4595256		United States	Dutch Bros., LLC
85824705	4493606		United States	Dutch Bros., LLC
85824545	4595257	DUTCH BROS.	United States	Dutch Bros., LLC
85824983	4490409	DOUBLE TORTURE	United States	Dutch Bros., LLC
85825046	4520066	DUTCH COFFEE	United States	Dutch Bros., LLC
85825099	4645722	KICKER	United States	Dutch Bros., LLC
85824562	4399255		United States	Dutch Bros., LLC
85824474	4388035		United States	Dutch Bros., LLC

85825021	4554256	DUTCH CLASSICS	United States	Dutch Bros., LLC
85825078	4517044	DUTCH FREEZE	United States	Dutch Bros., LLC
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