

UNITED STATES
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06-16-1998



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TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original document or copy thereof.

*MED
6-10-98*

1. Name and address of conveying party:

Caribou Coffee Company, Inc.
615 North Third Street
Minneapolis, Minnesota 55401

A Minnesota corporation

2. Name and address of receiving party:

Imperial Bank
226 Airport Parkway
San Jose, California 95110

A California bank

3. Nature of conveyance: Trademark security agreement attached hereto as Exhibit 1.

Execution date: June 9, 1998

4. Registration number:

See attached Schedule A

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ASSISTANT COMMISSIONER

06/16/1998 JSHABRZZ 00000033 2008379

01 FC:481
02 FC:482

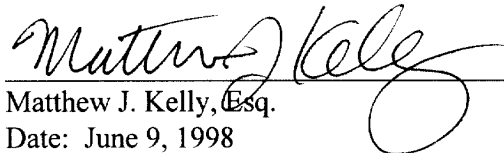
40.00 OP
75.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed:

Matthew J. Kelly, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

6. Total number of registrations involved: 4
7. Total fee enclosed: \$115
8. Deposit account number: [Not applicable]
9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Matthew J. Kelly, Esq.
Date: June 9, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Schedule A

Trademark Registration Numbers

Mark	Registration Number	Registration Date
LIFE IS SHORT. STAY AWAKE FOR IT	2,008,379	10/15/96
LIFE IS SHORT. STAY AWAKE FOR IT	2,000,062	9/10/96
CARIBOU COFFEE	1,841,047	6/21/94
CARIBOU COFFEE	1,839,091	6/7/94

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 9, 1998, between **CARIBOU COFFEE COMPANY, INC.**, a Minnesota corporation ("Company") and **IMPERIAL BANK**, a California banking corporation ("Bank").

RECITALS

Pursuant to the Credit Agreement, dated as of June 9, 1998 (as amended, supplemented, amended and restated or otherwise modified, the "Credit Agreement"), among the Company, Caribou Acquisition Company, Caribou on Piedmont, Inc. and the Bank, the Bank has extended commitments to make loans to the Company.

The Company has executed and delivered the Security Agreement, dated as of June 9, 1998 (as amended, supplemented, amended and restated or otherwise modified, the "Security Agreement"), among the Company, Caribou Acquisition Company, Caribou on Piedmont, Inc. and the Bank, pursuant to which the Company has granted to the Bank a security interest in substantially all of the personal Property of the Company to secure the payment and performance of the Obligations.

Pursuant to the Security Agreement, the Company is required to execute and deliver to the Bank a supplemental security agreement with respect to certain registered trademarks and service marks, certain trademark and service mark registration applications, and certain related Property of the Company, substantially in the form hereof.

Accordingly, the parties hereto agree as follow:

SECTION 1. Defined Terms. The following terms, when used in this Agreement, including the introductory paragraph and Recitals hereto, shall, except where the context otherwise requires, have the following meanings:

"Agreement" means this Trademark Security Agreement.

"Bank" is defined in the first paragraph of the Recitals hereto.

"Company" is defined in the introductory paragraph hereto.

"Credit Agreement" is defined in the first paragraph of the Recitals hereto.

"Security Agreement" is defined in the second paragraph of the Recitals hereto.

"Trademark Collateral" is defined in Section 2.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the introductory paragraph and Recitals hereto, have the meanings given to such terms in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Company hereby pledges and assigns to the Bank and hereby grants to the Bank a continuing security interest in all of its rights, title and interest in all of the following Property, whether currently existing or hereafter arising or acquired (all such Property being collectively called the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature used in any country in the world (all of the foregoing items in this clause (a) being collectively called ("Trademarks"), all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office of any national, state or local governmental authority of any country, including those referred to in Attachment 1;

(b) all Trademark licenses and other agreements providing the Company with rights to use Trademarks;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business of the Company connected with the use of, and symbolized by the items described in, clauses (a) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Company (and rights to sue thereunder) against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, Trademark license or trade name referred to in Attachment 1, or for any injury to the goodwill associated with any Trademark, Trademark registration, Trademark license or trade name.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the grant of the security interest of the Bank in certain Trademark Collateral with the United States Patent and Trademark Office. The security interest granted pursuant hereto is granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Lien. At such time as the Commitment shall have terminated and all the Obligations shall have been paid in full, the Bank shall, at the Company's expense, execute and deliver to the Company all Instruments and other documents as may be necessary or proper to release the Lien on the Trademark Collateral which has been granted pursuant hereto.

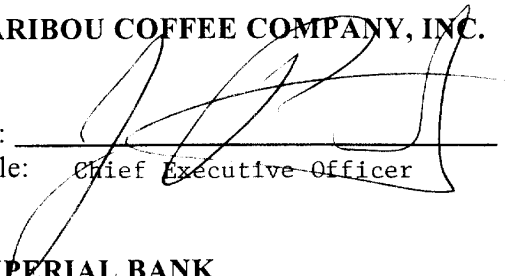
SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the Lien on the Trademark Collateral granted pursuant hereto are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Collateral Document, etc. This Agreement is a Collateral Document and a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

CARIBOU COFFEE COMPANY, INC.

By:  _____

Title: Chief Executive Officer

IMPERIAL BANK

By: _____

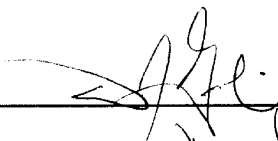
Title:

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

CARIBOU COFFEE COMPANY, INC.

By: _____
Title:

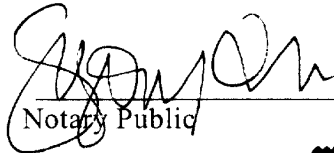
IMPERIAL BANK

By:  _____
Title: Vice President

State of Minnesota)
) ss.
County of Hennepin)

Personally appeared before me, the undersigned, a Notary Public in and for said county, John Puckett, personally known to me, who, being by me first duly sworn, declared that he is the Chief Executive ^{Officer} of Caribou Coffee Company, Inc., that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 5th day of June, 1998.



Notary Public

My Commission Expires



Attachment 1

TRADEMARKS, SERVICEMARKS AND COLLECTIVE
MEMBERSHIP MARKS

UNITED STATES FEDERAL REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARIBOU COFFEE	1,839,091	June 7, 1994
CARIBOU COFFEE and Design	1,841,047	June 21, 1994
LIFE IS SHORT, STAY AWAKE FOR IT.	2,000,062	September 10, 1996
LIFE IS SHORT, STAY AWAKE FOR IT.	2,008,379	October 15, 1996

UNITED STATES FEDERAL APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Registration Date</u>
None		

STATE REGISTRATION*

<u>Mark</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARIBOU COFFEE and Design	Georgia	S15,321	December 11, 1995
CARIBOU COFFEE and Design	Georgia	T15,312	December 7, 1995
CARIBOU COFFEE and Design	Michigan	M00,785	May 7, 1996
CARIBOU COFFEE and Design	Michigan	M00,784	May 7, 1996

<u>Mark</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARIBOU COFFEE and Design	Minnesota	25,174	July 11, 1996
CARIBOU COFFEE and Design	Minnesota	23,936	June 30, 1995
CARIBOU COFFEE and Design	North Carolina	12,015	April 8, 1996
CARIBOU COFFEE and Design	North Carolina	11,868	January 15, 1996

COLLECTIVE MEMBERSHIP MARKS

None

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARIBOU COFFEE	Austria	162,941	January 16, 1996
CARIBOU COFFEE and Design	Austria	161,981	January 30, 1996
CARIBOU COFFEE	Benelux	583,669	September 29, 1995
CARIBOU COFFEE and Design	Benelux	583,668	September 29, 1995
CARIBOU COFFEE and Design	China	1,025,529	August 14, 1997
CARIBOU COFFEE and Design	China	1,025,5298	August 14, 1997
CARIBOU COFFEE	Denmark	08707/1995	December 22, 1995
CARIBOU COFFEE and Design	Denmark	08708/1995	December 22, 1995
CARIBOU COFFEE	Finland	203,506	February 13, 1997
CARIBOU COFFEE and Design	Finland	203,507	February 13, 1997
CARIBOU COFFEE	Germany	39,539,968	August 5, 1997

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARIBOU COFFEE and Design	Germany	39,539,969	August 5, 1997
CARIBOU COFFEE	Hong Kong	9679/96	October 22, 1996
CARIBOU COFFEE and Design	Hong Kong	9680/86	October 22, 1996
CARIBOU COFFEE	Portugal	313.791	September 4, 1996
CARIBOU COFFEE and Design	Portugal	313.792	September 4, 1996
CARIBOU COFFEE	Spain	1,999,063	May 6, 1996
CARIBOU COFFEE and Design	Spain	1,999,062	May 6, 1996
CARIBOU COFFEE	Sweden	317.165	September 20, 1996
CARIBOU COFFEE and Design	Sweden	317.166	September 20, 1996
CARIBOU COFFEE and Design	United Kingdom	2,038,997	March 21, 1997
CARIBOU COFFEE and Design	United Kingdom	2,038,996	February 14, 1997

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
CARIBOU COFFEE	Greece	128.023	January 23, 1996
CARIBOU COFFEE and Design	Greece	128.024	January 23, 1996
CARIBOU COFFEE	Italy	95/10,834	October 31, 1995
CARIBOU COFFEE and Design	Italy	95/10, 833	October 31, 1995
CARIBOU COFFEE	Japan	129,058/1994	December 20, 1994
CARIBOU COFFEE and Design	Japan	129,059/1994	December 20, 1994
CARIBOU COFFEE	Korea	95-1955	March 8, 1995
CARIBOU COFFEE and Design	Korea	95-1956	March 8, 1995

COMMON LAW TRADEMARKS**

<u>Mark/Logo/Design</u>	<u>Date of First Use</u>	<u>Product</u>	<u>Territory of Usage</u>
CARIBOU COFFEE	December 1992	T-shirts, Sweatshirts, Jackets, Denim Shirts, and Hats	All stores
Design	December 1992	T-shirts, Sweatshirts, Jackets, Denim Shirts, and Hats	All stores
CARIBOU COFFEE and Design	December 1992	T-shirts, Sweatshirts, Jackets, Denim Shirts, and Hats	All stores
CARIBOU COFFEE	December 1992	Coffee beans	Nationwide Through Direct Mail and Web Site
Design	December 1992	Coffee beans	Nationwide Through Direct Mail and Web Site
CARIBOU COFFEE and Design	December 1992	Coffee beans	Nationwide Through Direct Mail and Web Site
CARIBOU COFFEE	December 1992	Tumblers and Canisters	All stores
Design	December 1992	Tumblers and Canister	All stores
CARIBOU COFFEE and Design	December 1992	Tumblers and Canister	All stores
CARIBOU COFFEE	December 1995	Coat Hangers	All stores
Design	December 1995	Coat Hangers	All stores
CARIBOU COFFEE and Design	December 1995	Coat Hangers	All stores

<u>Mark/Logo/Design</u>	<u>Date of First Use</u>	<u>Product</u>	<u>Territory of Usage</u>
CARIBOU COFFEE	January 1995	Watches	All stores
Design	January 1995	Watches	All stores
CARIBOU COFFEE and Design	January 1995	Watches	All stores
CARIBOU COFFEE	December 1992	Coffee mugs	All stores
Design	December 1992	Coffee mugs	All stores
CARIBOU COFFEE and Design	December 1992	Coasters	All stores
Design	December 1994	Coasters	All stores
CARIBOU COFFEE and Design	December 1994	Coasters	All stores
CARIBOU COFFEE	December 1992	Tumblers and Canisters	All stores
Design	December 1992	Tumblers and Canister	All stores
CARIBOU COFFEE and Design	December 1992	Tumblers and Canisters	All stores
LIFE IS SHORT. STAY AWAKE FOR IT.	December 1994	Coffee Mugs and Tumblers	All stores

* The Georgia and Michigan state trademark registrations listed above are owned by Company notwithstanding the fact that the registrations were issued to Company at its local store addresses in Atlanta, Georgia and Birmingham, Michigan, respectively.

** All references to CARIBOU COFFEE and Design in the Common Law section are the same as the CARIBOU COFFEE and Design mark that is the subject of U.S. Trademark Registration No. 1,841,047.