

07-01-1998



To the Honorable Commissioner

100752233

ached original documents or copy thereof.

1. Name of conveying party(ies):
First Bank National Association
601 Second Avenue South
Minneapolis, Minnesota 55401

U.S. Patent & TMO/TTM Mail Receipt 01-481
06-05-1998

2. Name and address of receiving party(ies)

Name: Caribou Coffee Company, Inc
Internal Address: _____
Street Address: 615 North Third Street
City: Minneapolis State: Minnesota ZIP: 55401

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- Other

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest
Execution Date: February 27, 1998

4. Application number(s) or patent number(s)

A. Trademark Application No.(s) B. Trademark Registration No.(s)
1,839,091 2,000,062
1,841,047 2,008,379

Additional numbers attached? Yes No

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

Name: Elizabeth C. Buckingham, Esq.
Internal Address: Dorsey & Whitney LLP
Street Address: 220 South Sixth Street
City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Elizabeth C. Buckingham Elizabeth C. Buckingham June 7, 1998
Name of person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

06/29/1998 DNGUYEN 00000208 1839091

01 FC 481 40.00 OP
02 FC 482 75.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TERMINATION OF SECURITY INTEREST

Secured Party: First Bank National Association
601 Second Avenue South
Minneapolis, Minnesota 55401

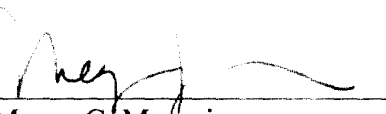
Debtor: Caribou Coffee Company, Inc.
615 North Third Street
Minneapolis, Minnesota 55401

Trademark Registration Numbers: 1,839,091
1,841,047
2,000,062
2,008,379

The Secured Party releases all of its claim and interest in the assets of the Debtor, including any claim or interest in the above-listed trademark registrations arising from the Trademark Security Agreement between these parties dated as of October 10, 1997 (a copy of which is attached hereto as Exhibit A) and recorded with the Patent and Trademark Office on October 31, 1997 at reel/frame 1651/0600.

Dated: Feb 27, 1998

FIRST BANK NATIONAL ASSOCIATION

By 
Megan G. Mourning
Its Vice President

M1:0341862.01

TRADEMARK
REEL: 1746 FRAME: 0887

TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 10, 1997, is made by and between Caribou Coffee Company, Inc., a Minnesota corporation whose address and principal place of business is 615 North Third Street, Minneapolis, Minnesota 55401 (the "Debtor"), and First Bank National Association, a national banking association whose address and principal place of business is 601 Second Avenue South, Minneapolis, Minnesota 55401 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

Pursuant to the Credit Agreement, the Debtor and the Secured Party have entered into a Security Agreement, pursuant to which the Debtor has granted the Secured Party a security interest in property generally described as all of the Debtor's accounts, inventory, equipment, investment property and general intangibles, to secure payment of the Obligations.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" has the meaning specified in the Security Agreement.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, anywhere in the world, together with all registrations and applications for registration thereof, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby confirms and acknowledges that it has assigned to and granted (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably assigns to and grant) to the Secured Party a security interest with power of sale to the extent permitted by law (the "Security Interest") in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) Existence; Authority. The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's directors and shareholders and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation and bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is Caribou Coffee Company, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) Trademarks. Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(c) Title. The Debtor (i) has absolute title to each Trademark listed on Exhibit A, free and clear of all security interests, liens and encumbrances, except the Security Interest and other Permitted Liens, (ii) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens, and (iii) will keep all Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest and Permitted Liens.

(d) No Sale. The Debtor will not sell or otherwise dispose of the Trademarks, or any interest therein, unless, with respect to registrations of Trademarks outside of the United States, such sale or disposition is desirable in the conduct of the Debtor's business and not disadvantageous in any material respect to the Secured Party as secured party.

(e) Defense. The Debtor will at its own expense, and using its best efforts, protect and defend the Trademarks against all claims or demands (other than claims or demands based on Permitted Liens) of all persons other than the Secured Party unless,

with respect to claims or demands made outside of the United States, such protection or defense is not reasonably desirable in the conduct of the Debtor's business and not disadvantageous in any material respect to the Secured Party as secured party.

(f) Maintenance. The Debtor will at its own expense maintain the Trademarks including, but not limited to filing applications to register and all affidavits and renewals possible with respect to issued registrations, to the extent reasonably advisable in its business and not disadvantageous in any material respect to the Secured Party as secured party. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(g) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(h) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(i) Power of Attorney. To facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications,

financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3. or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default shall occur under the Loan Documents; (b) the Debtor shall fail to pay any or all of the Obligations when due or (if payable on demand) on demand; (c) the Debtor shall fail to observe or perform any covenant or agreement herein binding on it; or (d) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Documents.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or

failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

FIRST BANK NATIONAL ASSOCIATION CARIBOU COFFEE COMPANY, INC.

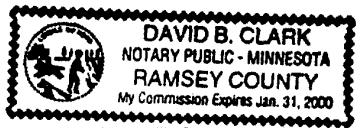
By Megan G. Mourning
Megan G. Mourning
Its Vice President

By Robert Strawman
Robert Strawman
Its Director of Finance & Controller

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10/10/97 5 32 PM

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

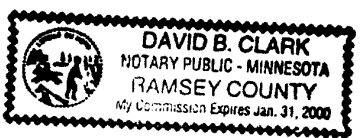
The foregoing instrument was acknowledged before me this 10th day of October, 1997, by Robert Strawman, the Director of Finance & Controller of Caribou Coffee Company, Inc., a Minnesota corporation, on behalf of the corporation.



David B. Clark
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of October, 1997, by Megan G. Mourning, a Vice President of First Bank National Association, a national banking association, on behalf of the association



David B. Clark
Notary Public

EXHIBIT A**TRADEMARKS, SERVICE MARKS 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	M00,735	May 7, 1996

<u>Mark</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARIBOU COFFEE and Design	Michigan	M00,784	May 7, 1996
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	583,665	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

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
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
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	9680/96	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

<u>Mark/Logo/Design</u>	<u>Date of First Use</u>	<u>Product</u>	<u>Territory of Usage</u>
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 Canisters	All stores
CARIBOU COFFEE and Design	December 1992	Tumblers and Canisters	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
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	Coffee mugs	All stores
CARIBOU COFFEE	December 1994	Coasters	All stores
Design	December 1994	Coasters	All stores

<u>Mark/Logo/Design</u>	<u>Date of First Use</u>	<u>Product</u>	<u>Territory of Usage</u>
CARIBOU COFFEE and Design	December 1994	Coasters	All stores
CARIBOU COFFEE Design	December 1992	Tumblers and Canisters	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 Debtor notwithstanding the fact that the registrations were issued to Debtor 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.