



101269869

To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of conveying party(ies):

Rowland Coffee Roasters, Inc.
8080 N.W. 58th Street
Miami, Florida 33166

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 3, 2000

2. Name and address of receiving party(ies):

Name: General Electric Capital Corporation

Internal Address: Suite 600

Street Address: 3379 Peachtree Road, N.E.

City Atlanta State GA ZIP 30326

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignments)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41): \$ 515.00

Enclosed Expedited Fee \$120.00

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Pamela A. Allen

02/10/00

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 6

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

Do not detach this portion

03/15/2000 Mail documents to be recorded with required cover sheet information to:

01 FC:481 40.00 DP
 02 FC:484 120.00 OP
 03 FC:482 475.00 OP

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

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Product</u>
Medaglia D'Oro	75/463,003	April 6, 1998	Cocoa
Start Your Day With A Cup of Gourmet	75/368,242	October 6, 1997	Coffee

Registrations:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
Bustelo	864,636	February 4, 1969	Coffee
Café Bustelo Plus Design	931,920	April 4, 1972	Coffee
Café Bustelo Plus Design	343,743	March 2, 1937	Coffee
El Pico	843,346	January 30, 1968	Coffee
Espress This	2,000,264	September 10, 1996	Espresso Coffee
Gold Medal	993,489	September 24, 1974	Coffee
Hoy Como Ayer . . . Compartiendo Calidez	2,129,048	January 13, 1998	Coffee
Hoy Como Ayer . . . En Mi Casa Toman Bustelo!	2,066,801	June 3, 1997	Coffee and Tea

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
I ♥ Café Bustelo	2,077,304	July 8, 1997	Coffee
I ♥ Café Bustelo Plus Design	2,127,413	January 6, 1998	Coffee
Medaglia D'Oro Plus Design	575,046	May 26, 1953	Coffee
Medaglia D'Oro Plus Design	561,750	July 22, 1952	Coffee
Medaglia D'Oro Gold Medal Plus Design	680,868	July 23, 1959	Coffee
Pilon Plus Design	536,894	January 23, 1951	Raw and Roasted Coffee in Whole Bean or Ground Form
Souto	2,101,211	September 30, 1997	Ground Coffee
Estrella	2,147,108	March 31, 1998	Ground Coffee
Oquendo	1,162,962	July 28, 1981	Coffee
Portrait of Barbara Kingsbury	893,377	June 23, 1970	Coffee

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2000, by ROWLAND COFFEE ROASTERS, INC., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent, the Persons signatory thereto from time to time as Lenders and Hamilton Bank, N.A., a national banking association, as Co-Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Persons named therein as Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Product</u>
Medaglia D'Oro	75/463,003	April 6, 1998	Cocoa
Start Your Day With A Cup of Gourmet	75/368,242	October 6, 1997	Coffee

Registrations:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
Bustelo	864,636	February 4, 1969	Coffee
Café Bustelo Plus Design	931,920	April 4, 1972	Coffee
Café Bustelo Plus Design	343,743	March 2, 1937	Coffee
El Pico	843,346	January 30, 1968	Coffee
Espress This	2,000,264	September 10, 1996	Espresso Coffee
Gold Medal	993,489	September 24, 1974	Coffee
Hoy Como Ayer . . . Compartiendo Calidez	2,129,048	January 13, 1998	Coffee
Hoy Como Ayer . . . En Mi Casa Toman Bustelo!	2,066,801	June 3, 1997	Coffee and Tea

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
I ♥ Café Bustelo	2,077,304	July 8, 1997	Coffee
I ♥ Café Bustelo Plus Design	2,127,413	January 6, 1998	Coffee
Medaglia D'Oro Plus Design	575,046	May 26, 1953	Coffee
Medaglia D'Oro Plus Design	561,750	July 22, 1952	Coffee
Medaglia D'Oro Gold Medal Plus Design	680,868	July 23, 1959	Coffee
Pilon Plus Design	536,894	January 23, 1951	Raw and Roasted Coffee in Whole Bean or Ground Form
Souto	2,101,211	September 30, 1997	Ground Coffee
Estrella	2,147,108	March 31, 1998	Ground Coffee
Oquendo	1,162,962	July 28, 1981	Coffee
Portrait of Barbara Kingsbury	893,377	June 23, 1970	Coffee