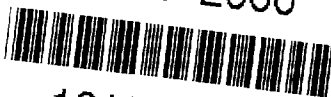


05-05-2000



101347561

APR 19 2000

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date  
Month Day Year  
**03 10 2000**

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
**03 10 2000**

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.  
(Designation must be a separate document from Assignment.)

05/08/2000 DC0000037 033412 75430824

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 CH  
600.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
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**TRADEMARK**  
REEL: 002066 FRAME: 0925

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75430824"/>	<input type="text"/>	<input type="text" value="75842383"/>	<input type="text" value="1708492"/>	<input type="text" value="1550374"/>	<input type="text" value="1321062"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1366907"/>	<input type="text" value="1687286"/>	<input type="text" value="2018661"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1948668"/>	<input type="text" value="2319888"/>	<input type="text" value="2232363"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

☐

**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. Charges to deposit account are authorized, as indicated herein.

Nari Lavallée

Name of Person Signing

N. Lavallee

Signature

4-18-01

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**


0171164	2238879	2260013
1335790	1112832	0404408
1743419	2090039	1816518
2073696	1259571	1245526
1323572	1806303	

## COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS is dated as of March 10, 2000, and is made between TETLEY USA INC. (formerly known as Tetley, Inc.), a Delaware corporation with an office at 100 Commerce Drive, Shelton, Connecticut ("Tetley USA") and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. trading as RABOBANK INTERNATIONAL LONDON BRANCH, as agent and trustee for, and for the benefit of, itself and each of the Lenders, the Secured Loan Stock Creditor and the Vendor Creditors as those terms are defined in the Debenture (collectively, the "Secured Finance Parties") (the "Security Agent").

### W I T N E S S E T H

WHEREAS, Tetley US Holdings Inc. ("Holdings US") is a Delaware corporation and an indirect, wholly owned subsidiary of Tata Tea (GB) Limited, a company incorporated under the laws of England ("Tata Tea");

WHEREAS, Tetley USA is a Delaware corporation and is a direct, wholly owned subsidiary of Holdings US;

WHEREAS, Tata Tea and certain of its subsidiaries and affiliates have entered into the Secured Finance Documents (as defined in the Debenture) with the Secured Finance Parties and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International London Branch, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties;

WHEREAS, in order to induce the Secured Finance Parties and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International London Branch, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties, to enter into the Secured Finance Documents, Tetley USA has agreed to grant a continuing security interest in and to the Collateral (as hereinafter defined) to secure the Secured Liabilities (as defined in the Security Agreement discussed below);

WHEREAS, Tetley USA has entered into the Security Agreement on or about the date hereof, among Holdings US, Tetley USA, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International London Branch, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties pursuant to which Tetley USA grants a security interest in and to the Collateral (as hereinafter defined) to secure the Secured Liabilities (the "Security Agreement"); and

WHEREAS, Tetley USA owns all right, title, and interest in and to, among other things, all the United States trademarks, trademark registrations, trademark registration applications, trade names and domain names set forth on Schedule A hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tetley

USA hereby assigns, sells, transfers, and conveys to Security Agent, and grants to Security Agent, a security interest in:

- (a) the Trademarks (including all registrations and registration applications therefor);
- (b) all trade names, domain names, trademarks (such term shall include all trademarks, service marks, trade dress, logos, design marks and any and all other source identifiers) and trademark registrations and registration applications thereof, hereafter adopted, acquired, and/or used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (c) all renewals of the Trademarks and Future Trademarks;
- (d) all packaging, labeling, trade names, trademarks, service marks, logos, design marks, trade dress and any and all other source identifiers including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (e) all income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect to the Trademarks and Future Trademarks, including without limitation damages, claims and payments for past, present or future infringements thereof;
- (f) all rights of Tetley USA as licensor of any of the items set forth in clauses (a) through (e) above;
- (g) all of Tetley USA's rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (h) all goodwill of Tetley USA's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

**AND** Tetley USA hereby covenants with Security Agent as follows:

1. **Tetley USA's Obligations.** Tetley USA agrees that, notwithstanding this Collateral Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Security Agent shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Collateral Assignment or any payment received by Security Agent relating to the Collateral, nor shall Security Agent be

required to perform any covenant, duty or obligation of Tetley USA arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. **Use Prior to Default.** Subject to Section 3 hereof, Tetley USA shall retain all of its right, title, and interest in and to the Collateral and shall have the right to use and license the Collateral in the ordinary course of its business, subject to the terms and conditions of the Secured Finance Documents.

3. **Remedies Upon Default.** Whenever any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, Security Agent shall have all the rights and remedies granted to it in such event by the Secured Finance Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Security Agent in such event may collect directly any payments due to Tetley USA in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral. Tetley USA agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default (as defined in the Security Agreement), it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Tetley USA fails or refuses to execute and deliver such documents, Tetley USA hereby irrevocably appoints Security Agent as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Tetley USA's behalf. For the purpose of enabling Security Agent to exercise rights and remedies upon and during the continuance of an Event of Default (as defined in the Security Agreement), Tetley USA hereby grants to Security Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Tetley USA) to use, assign, license, or sublicense any of the Collateral, now owned or hereafter acquired by Tetley USA, and wherever the same may be located. Notwithstanding any provision hereof to the contrary during the continuance of an Event of Default (as defined in the Security Agreement), Tetley USA may sell merchandise bearing the Trademarks and Future Trademarks, and otherwise make use thereof, in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Security Agent of an intended sale or other disposition of the Collateral.

4. **Amendment and Waivers.** This Collateral Assignment may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Tetley USA and Security Agent. Tetley USA hereby authorizes Security Agent to modify this Collateral Assignment by amending Schedule A hereto to add any Future Trademarks, provided Security Agent notifies Tetley USA in writing of such modification.

5. **Waiver of Rights.** No course of dealing between the parties to this Collateral Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Security Agent of any breach or default by Tetley

USA shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

6. **Assignment.** The provisions of this Collateral Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein, or in or to the Collateral may be assigned by Tetley USA without the prior written consent of Security Agent.

7. **Enforcement.** If an Event of Default (as defined in the Security Agreement) has occurred and is continuing, Security Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Tetley USA shall at the request of Security Agent do any and all lawful acts and execute any and all proper documents and deeds required by Security Agent in aid of such enforcement and Tetley USA shall promptly, upon demand, reimburse and indemnify Security Agent or its agents for all out-of-pocket costs and expenses incurred by Security Agent in the exercise of its rights as provided in the Secured Finance Documents.

8. **Termination.** At such time as the Secured Liabilities have been satisfied, Security Agent will execute and deliver to Tetley USA, all instruments as may be necessary or proper to terminate this Collateral Assignment and to re-vest Tetley USA with full title to the Collateral, subject to any dispositions thereof which may have been made by Security Agent pursuant to this Collateral Assignment.

9. **Severability.** If any clause or provision of this Collateral Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

10. **Notices.** Until the Senior Discharge Date, all notices, communications, requests and demands to or upon Tetley USA or Security Agent under this Collateral Assignment shall be given in accordance with Clause 29 (Notices) of the Facility Agreement. Thereafter, all notices, communications, requests and demands hereunder shall be given in accordance with Clause 27 (Notices) of the Mezzanine Facility Agreement.

11. **Defined Terms.** Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

12. **Governing Law.** This Collateral Assignment shall be governed by, construed, applied, and enforced in accordance with the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction, except the federal laws of the United States of America applicable to trademarks.

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment as of the date first above written.

TETLEY USA INC.

By: *Charles V. McEntley*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A. trading as  
RABOBANK INTERNATIONAL LONDON  
BRANCH, as Security Agent

By: *Ryan M. Nick Lowell*  
Name: *G. H. BILLYARD RICK LOWELLYN*  
Title: *DEPUTY MANAGER ASSOCIATED DIRECTOR*




# SCHEDULE A



## I. United States Trademark Applications and Registrations

Mark	Owner	Status	Goods / services	Serial no. Date filed	Reg. No. Date Registered
"AHHHHH, TETLEY."	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	74-195214 Aug 16, 1991	1708492 ✓ Aug 18, 1992
BREW-MAGIC	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea, instant tea, and tea bags	73-729987 May 23, 1988	1550374 Aug 1, 1989
BREWS FAST	TETLEY INC. <sup>1</sup> (DE CORP.)	Registered	Class 30: tea	73-454098 Nov 23, 1983	1321062 Feb 19, 1985
	TETLEY USA INC. (DE CORP.)	Pending	Class 30: tea	75-842383 Nov 6, 1999	
EMKAY	TETLEY USA, INC. (DE CORP.)	Registered	Class 30: tea, instant tea, and cocoa powders	73-470171 Mar 14, 1984	1366907 Oct 22, 1985
FLAVOR ALL AROUND	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	74-116493 Nov 19, 1990	1687286 May 12, 1992
FLAVORS SO SPECIAL, YOU WON'T WANT TO WASTE A DROP	TETLEY USA INC. (DE CORP.)	Allowed – 2 <sup>nd</sup> extension of time granted	Class 30: tea	75-430824 Feb 9, 1998	

<sup>1</sup> Name change not recorded with Patent and Trademark Office, but name change referred to in Amendment to Security Interest, which was recorded.

Mark	Owner	Status	Goods / services	Serial no. Date filed	Reg. No. Date Registered
	TETLEY USA INC. (DE CORP.)	Registered	Class 32: frozen slush-type soft drinks	74-595310 Nov 4, 1994	2018661 Nov 26, 1996
ICED GOLD	TETLEY USA INC. (DE CORP.)	Registered	Class 30: ready to drink tea	74-615267 Dec 27, 1994	1948668 Jan 16, 1996
JADE'S LEAF	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	75-557981 Sep 23, 1998	2319888 Feb 15, 2000
JOSEPH TETLEY	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	75-478988 May 4, 1998	2232363 Mar 16, 1999
NATIONAL CUP	TETLEY USA INC. (DE CORP.)	Renewed	Class 30: coffee and tea	71-176672 Feb 27, 1923	171164 Jul 31, 1923
NO DRIP NO MESS	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	75-452646 Mar 18, 1998	2238879 Apr 13, 1999
PEACE OF MIND, ONE SIP AT A TIME	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	75-427711 Feb 2, 1998	2260013 Jul 6, 1999
PRIVATE ESTATE	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	73-508891 Nov 15, 1984	1335790 May 14, 1985
TEARIFFIC	TETLEY USA INC. (DE CORP.)	Registered	Class 30: mix for making a fruit-flavored tea drink	73-113021 Jan 28, 1977	1112832 Feb 6, 1979
TETLEY	TETLEY USA INC. <sup>2</sup> (DE CORP.)	Renewed	Class 30: tea	71-461471 Jun 17, 1943	404408 Nov 23, 1943

<sup>2</sup> Change of title records not complete.

Mark	Owner	Status	Goods / services	Serial no. Date filed	Reg. No. Date Registered
	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	74-275360 May 14, 1992	1743419 Dec 29, 1992
TETLEY SPLASH!	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	75-059888 Feb 20, 1996	2090039 Aug 19, 1997
THE ORIGINAL ROUND TEA BAG	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	74-347455 Jan 11, 1993	1816518 Jan 11, 1994
THE TINY LITTLE TEA LEAF TEA	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	75-109672 May 24, 1996	2073696 Jun 24, 1997
	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	73-368530 Jun 7, 1982	1259571 Nov 29, 1983
TWIN-FLO	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	73-252278 Mar 3, 1980	1245526 Jul 12, 1983
TWO-FLOW	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	73-454667 Nov 28, 1983	1323572 Mar 5, 1985
WHY IS IT ROUND?	TETLEY INC. <sup>3</sup> (DE CORP.)	Registered	Class 30: tea	74-360354 Feb 19, 1993	1806303 Nov 23, 1993

<sup>3</sup> Name change not recorded with Patent and Trademark Office, but name change referred to in Amendment to Security Interest, which was recorded.

**II. Trade Names**

**TETLEY USA, INC.**

**III. Domain Names**

<b>Domain Name</b>	<b>Registrant</b>
TETLEY.COM	Tetley USA Inc (TETLEY3-DOM) 100 Commerce Drive Shelton, CT 06484 US (registered with Network Solutions, Inc.)
TETLEYUSA.COM	Tetley USA, Inc. (TETLEYUSA-DOM) 100 Commerce Dr Shelton, CT 06484 US (registered with Network Solutions, Inc.)
MAURICE-TEA.COM	Tetley USA, Inc. (MAURICE-TEA-DOM) 100 Commerce Dr Shelton, CT 06484 US (registered with Network Solutions, Inc.)