

05-05-2000



101347562

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.19.00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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 Assignment.)

05/06/2000 BCDATES 00000038 033412 1708492

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 400.00 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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002066 FRAME: 0937

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1708492"/>	<input type="text" value="1550374"/>	<input type="text" value="1321062"/>
<input type="text" value="1366907"/>	<input type="text" value="1687286"/>	<input type="text" value="2018661"/>
<input type="text" value="1948668"/>	<input type="text" value="0171164"/>	<input type="text" value="1335790"/>

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.

Marie Lavalleye

M. Lavalleye

4-18-00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Mark if additional numbers attached

Trademark Application Number(s)


Registration Number(s)

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1112832	0404408	1743419
1816518	1259571	1245526
1323572	1806303	
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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. ¹ (DE CORP.)	Registered	Class 30: tea	73-454098 Nov 23, 1983	1321062 Feb 19, 1985
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
	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
NATIONAL CUP	TETLEY USA INC. (DE CORP.)	Renewed	Class 30: coffee and tea	71-176672 Feb 27, 1923	171164 Jul 31, 1923

¹ 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
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. ² (DE CORP.)	Renewed	Class 30: tea	71-461471 Jun 17, 1943	404408 Nov 23, 1943
	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	74-275360 May 14, 1992	1743419 Dec 29, 1992
THE ORIGINAL ROUND TEA BAG	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	74-347455 Jan 11, 1993	1816518 Jan 11, 1994
	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

2

 Change of title records not complete.

Mark	Owner	Status	Goods / services	Serial no. Date filed	Reg. No. Date Registered
WHY IS IT ROUND?	TETLEY INC. ³ (DE CORP.)	Registered	Class 30: tea	74-360354 Feb 19, 1993	1806303 Nov 23, 1993

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

**TERMINATION AND RELEASE
OF COLLATERAL ASSIGNMENT OF TRADEMARKS**

This Termination and Release of Collateral Assignment of Trademarks is granted and conveyed as of this 9th day of March, 2000, by UBS AG, a public company limited by shares incorporated in Switzerland, acting through its London Branch, having a principal address at 1 Finsbury Avenue, London, England (successor in interest to Union Bank of Switzerland) ("UBS"), in favor of TETLEY USA INC. (formerly known as Tetley, Inc.), a Delaware corporation, having a principal address at 100 Commerce Drive, Shelton, Connecticut ("Tetley USA").

WHEREAS, pursuant to a certain Collateral Assignment of Trademarks (Security Agreement) dated July 28, 1995 and a certain Amendment of Collateral Assignment of Trademarks dated January 13, 1997 (collectively, the "Collateral Assignments"), Tetley USA granted Union Bank of Switzerland, UBS's predecessor in interest, a security interest in certain trademarks, including the trademark registrations and applications listed on Schedule A attached hereto ("Trademarks") and recorded such security interests with the United States Patent and Trademark Office on August 7, 1995 at Reel 1401, Frame 829-843 and on January 27, 1997 at Reel 1546, Frame 243-258 respectively;

WHEREAS, Tetley USA granted Union Bank of Switzerland, UBS's predecessor in interest, such security interest to secure its obligations to Union Bank of Switzerland as set forth in and governed by a certain Credit Agreement dated June 28, 1995 among The Tetley Group Limited ("Tetley Group"), certain subsidiaries and affiliates of Tetley Group, the Banks (as defined therein), the Co-Arrangers (as defined therein) and Union Bank of Switzerland, as Lead Arranger, Agent and Security Agent (as defined therein) ("Credit Agreement"); and

WHEREAS, Tetley USA has satisfied all obligations to Union Bank of Switzerland, and to UBS, as successor in interest to Union Bank of Switzerland, under the Credit Agreement and Tetley USA is desirous of recording this instrument to confirm and evidence termination and release of the security interests of UBS, as successor in interest to Union Bank of Switzerland, in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacies of which the parties hereby acknowledge, UBS agrees as follows:

1. UBS, on behalf of itself (and as successor in interest to Union Bank of Switzerland), its successors and assigns and as Lead Arranger, Agent and Security Agent (as defined in the Credit Agreement), hereby terminates and releases all security interests in, to and under the Trademarks and all renewals and extensions thereof.

2. UBS also hereby re-assigns to Tetley USA all of its right, title and interest in and to the Trademarks, including the goodwill of the business symbolized by the Trademarks, the right to sue for past, present and future infringement of the Trademarks, and all other rights, title and interest granted to UBS under the Collateral Assignments, as successor in interest to Union Bank of Switzerland.

3. UBS hereby authorizes and requests the appropriate government officials, whose duty it is to record security interests, to record the release and termination of all security interests in the Trademarks by UBS, on behalf of itself (as successor in interest to Union Bank of Switzerland), its successors and assigns, and as Lead Arranger, Agent and Security Agent (as defined in the Credit Agreement).

UBS AG

By: Hyung Bak
Name: Hyung Bak
Title: Attorney-in-Fact