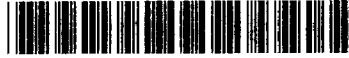


10-30-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101499315

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9-11-00

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

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Peet's Coffee and Tea, Inc.

09 01 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) 350 South Beverly Drive

Address (line 2) Suite 200

Address (line 3) Beverly Hills

California

90212

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization New York

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.)

FOR OFFICE USE ONLY

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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: 002163 FRAME: 0689

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)

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<input type="text" value="955285"/>	<input type="text" value="1818311"/>	<input type="text" value="955284"/>
<input type="text" value="1500867"/>	<input type="text" value="2295386"/>	<input type="text" value="2310873"/>

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.

Christina E Wilson
D. Elaine Howard, Legal Assistant

D. Elaine Howard
Signature

09/05/00

Date Signed

Name of Person Signing

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 Peet's Companies, Inc.

09 01 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Washington

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

76030394 76032845
76030393 75939942
76030399
76033453
76030825
76072468
76033251

2331751
2355383
2219016
2352103

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

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.)

Other

Citizenship/State of Incorporation/Organization

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)

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of September 1, 2000, is made by PEET'S COFFEE AND TEA, INC. ("Borrower"), PEET'S COMPANIES, INC. ("Holdings"), and PEET'S TRADEMARK COMPANY, ("Trademark Co."), each a Washington corporation (collectively, "Grantors," and each individually a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender"), with reference to the following:

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantors and Lender (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Holdings is the holder of 100% of the capital stock of Borrower and Trademark Co., and will derive substantial direct and indirect economic benefit if Lender enters into the Credit Agreement. Trademark Co. is party to license agreements with Borrower and benefits from the financial accommodations made by Lender under the Credit Agreement. Therefore, to guarantee the payment and performance of Borrower's obligations to Lender under the Credit Agreement, (i) Holdings has agreed to execute and deliver to Lender that certain Holdings Guaranty and Pledge Agreement of even date herewith, and (ii) Trademark Co. has agreed to execute and deliver to Lender that certain Continuing Guaranty of even date herewith (collectively, as either of the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreements").

C. In order to induce Lender to enter into the Credit Agreement and the other Loan Documents and to induce Lender to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Lender that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

D. Pursuant to the Guaranty Agreements and the Security Agreement, Grantors are required to execute and deliver to Lender this Patent, Trademark and Copyright Security Agreement.

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, Grantors and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby grants to Lender, a continuing first priority Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto, and all reissues, continuations or extensions thereof;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto, and all reissues, continuations or extensions thereof;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Copyright, Copyright License, Trademark, or Trademark License, or (C) injury to the Goodwill associated with any License, Patent, Trademark or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement 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.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

PEET'S COFFEE AND TEA, INC.

By: Mark N. Rudolph
Mark N. Rudolph
Chief Financial Officer

PEET'S COMPANIES, INC.

By: Mark N. Rudolph
Mark N. Rudolph
Chief Financial Officer

PEET'S TRADEMARK COMPANY

By: Mark N. Rudolph
Mark N. Rudolph
Chief Financial Officer

Agreed to and Acknowledged by:

"Lender"

GENERAL ELECTRIC CAPITAL CORPORATION

By: Todd Gronski
Todd Gronski
Duly Authorized Signatory

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

None as of the Closing Date

(PART B)

TRADEMARKS

1. FEDERAL TRADEMARKS

DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION DATE	REGISTRATION DATE
Garuda Blend	73-090,372	1,061,798	06/14/76	03/22/77
Major Dickason's Blend	72-397,592	945,867	07/16/71	10/24/72
Peet's Mug and Design	73-685,492	1,496,949	09/21/87	07/19/88
Peet's Coffee Tea & Spices and Design	73-397,593	955,285	07/16/71	03/13/73
Peet's Coffee + Tea	74-302,214	1,818,311	08/05/92	01/25/94
Peet's	72-397,590	955,284	07/16/71	03/13/73
Peet's	73-685,493	1,500,867	09/21/87	08/16/88
Blend 101	75-486,819	2,295,386	05/19/98	11/30/99
Peet's Deep-Roast	75-518,496	2,310,873	07/14/98	01/25/00
Peet's Deep-Roasted	75-607,252	2,331,751	12/16/98	03/21/00
Pride of the Port	75-795,888	2,355,383	09/09/99	06/06/00
Sierra Dorada Blend	75-447,887	2,219,016	03/10/98	10/27/98
Summer House	75-796,194	2,352,103	09/09/99	05/23/00
Maduro Blend	75-679,535	PENDING	04/09/99	PENDING

DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION DATE	REGISTRATION DATE
Peet's Coffee of California	75-692,034	PENDING	04/26/99	PENDING
Peet's Deep-Roasting	75-607,850	PENDING	12/16/98	PENDING
Peet's.Com	75-688,760	PENDING	04/22/99	PENDING
Pumphrey's Blend	75-894,752	PENDING	01/12/00	PENDING
Top Blend	75-486,820	PENDING	05/19/98	PENDING
Vine Street Blend	75-496,603	PENDING	06/05/98	PENDING
Xiao's Blend	75-787,128	PENDING	08/27/99	PENDING
Alfredpeet.Com	76-030,395	PENDING	04/20/00	PENDING
Deeproasted.com	76-030,394	PENDING	04/20/00	PENDING
Expressbeans.com	76-030,393	PENDING	04/20/00	PENDING
Freshestcoffee.com	76-030,399	PENDING	04/20/00	PENDING
Freshpeets.com	76-033,453	PENDING	04/20/00	PENDING
Onlyfreshcoffee.com	76-030,825	PENDING	04/20/00	PENDING
Gaia Organic Blend	76-072468	PENDING	06/19/00	PENDING
Peetsbeans.com	76-033,251	PENDING	04/20/00	PENDING
Roastedtoday.com	76-032,845	PENDING	04/20/00	PENDING
Coffee Calendar	75-939,942	PENDING	03/09/00	PENDING

2. FOREIGN TRADEMARKS

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Argentina	Peet's	2211214		03/31/99
Argentina	Peet's	2211215		03/31/99
Argentina	Peet's Coffee & Tea	2211212		03/31/99
Argentina	Peet's Coffee & Tea	2211213		03/31/99
Argentina	Peet's Coffee of California	2211216		03/31/99

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Argentina	Peet's Coffee of California	2211217		03/31/99
Argentina	Peet's P and sunburst design	2211210		03/31/99
Argentina	Peet's P and sunburst design	2211211		03/31/99
Australia	Peet's	809946		10/11/99
Australia	Peet's Coffee & Tea 9	809943		10/11/99
Australia	Peet's Coffee of California	809944		10/11/99
Australia	Peet's P and sunburst design	809945		10/11/99
Brazil	Peet's	821567136		04/22/99
Brazil	Peet's	821567152		04/22/99
Brazil	Peet's	832567144		04/22/99
Brazil	Peet's Coffee & Tea	821567276		04/22/99
Brazil	Peet's Coffee & Tea	821567292		04/22/99
Brazil	Peet's Coffee & Tea	821567284		04/22/99
Brazil	Peet's Coffee of California	821567160		04/22/99
Brazil	Peet's Coffee of California	821567187		04/22/99
Brazil	Peet's Coffee of California	821567179		04/22/99
Brazil	Peet's P and sunburst design	821567241		04/22/99
Brazil	Peet's P and sunburst design	821567268		04/22/99
Brazil	Peet's P and sunburst design	821567250		04/22/99

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Canada	Peet's	750846	465933	Application: 03/29/94 Registration: 11/08/96
Canada	Peet's & mug design	767729	466696	Application: 11/03/94 Registration: 11/29/96
Canada	Peet's Coffee & Tea	767728		11/03/94
Canada	Peet's Coffee of California	1007685		03/08/99
Canada	Peet's P and sunburst design	1007068		03/02/99
Chile	Peet's	464901		10/22/99
Chile	Peet's	464902		10/22/99
Chile	Peet's	464903		10/22/99
Chile	Peet's Coffee and Tea	464904		10/22/99
Chile	Peet's Coffee of California	464905		10/22/99
Chile	Peet's Coffee of California	464906		10/22/99
Chile	Peet's P and sunburst design	464899		10/22/99
Chile	Peet's P and sunburst design	464900		10/22/99
China	Peet's	9900042541		04/23/99
China	Peet's	9900042542		04/23/99
China	Peet's	9900042543		04/23/99
China	Peet's Coffee & Tea	9900042547		04/23/99
China	Peet's Coffee & Tea	9900042548		04/23/99
China	Peet's Coffee & Tea	9900042549		04/23/99
China	Peet's Coffee of California	9900042552		04/23/99

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
China	Peet's Coffee of California	9900042553		04/23/99
China	Peet's Coffee of California	9900042554		04/23/99
China	Peet's P and sunburst design	9900042544		04/23/99
China	Peet's P and sunburst design	9900042545		04/23/99
China	Peet's P and sunburst design	9900042546		04/23/99
Colombia	Peet's	99013472		03/04/99
Colombia	Peet's	99013475		03/04/99
Colombia	Peet's	99013477		03/04/99
Colombia	Peet's Coffee & Tea	99015144		03/11/99
Colombia	Peet's Coffee & Tea	99015147		03/11/99
Colombia	Peet's Coffee & Tea	99015145		03/11/99
Colombia	Peet's Coffee of California	99019186		03/30/99
Colombia	Peet's Coffee of California	99019185		03/30/99
Colombia	Peet's P and sunburst design	99013473		03/04/99
Colombia	Peet's P and sunburst design	99013474		03/04/99
European Community	Peet's Coffee & Tea	1083401		02/22/99
European Community	Peet's	1075589		02/15/99
European Community	Peet's Coffee of California	1077567		03/08/99

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
European Community	Peet's P and sunburst design	1092204		03/02/99
Hong Kong	Peet's	1959/1999	2217/2000	Application: 02/15/99 Registration: 02/02/00
Hong Kong	Peet's	1960/1999	4833/2000	Application: 02/15/99 Registration: 02/02/00
Hong Kong	Peet's	6672/1999	3600/2000	Application: 05/25/99 Registration: 02/29/00
Hong Kong	Peet's Coffee & Tea	3311/1999	4834/2000	Application: 03/18/99 Registration: 03/27/00
Hong Kong	Peet's Coffee & Tea	3312/1999	4835/2000	Application: 03/18/99 Registration: 03/27/00
Hong Kong	Peet's Coffee of California	2734/1999		03/08/99
Hong Kong	Peet's Coffee of California	2735/1999		03/08/99
Hong Kong	Peet's P and sunburst design	2508/1999	1517/2000	Application: 03/02/99 Registration: 01/24/00
Hong Kong	Peet's P and sunburst design	2509/1999		03/02/99
Japan	Peet's	33617/94	4045957	Application: 04/04/94 Registration: 08/22/97
Japan	Peet's	33618/94	4024777	Application: 04/04/94 Registration: 07/11/97
Japan	Peet's		2663026	
Japan	Peet's (in Katakana)	33619/94	4111130	Application: 04/04/94 Registration: 02/06/98
Japan	Peet's (in Katakana)	33620/94	4024778	Application: 04/04/94 Registration: 07/11/97
Japan	Peet's Coffee of California	11-25016		03/19/99
Japan	Peet's P and sunburst design	11-25015	4377049	Application: 03/19/99 Registration: 04/14/00
Korea, South	Peet's	99-539		03/10/99

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Korea, South	Peet's Coffee & Tea	99-540		03/10/99
Korea, South	Peet's Coffee of California	99-542		03/10/99
Korea, South	Peet's P and sunburst design	99-541		03/10/99
Paraguay	Peet's	2504-99		02/16/99
Paraguay	Peet's	2503-99		02/16/99
Paraguay	Peet's Coffee & Tea	3227-1999		02/24/99
Paraguay	Peet's Coffee & Tea	3228-1999		02/24/99
Paraguay	Peet's Coffee of California	11883-1999		06/10/99
Paraguay	Peet's Coffee of California	11884-1999		06/10/99
Paraguay	Peet's P and sunburst design	3890-1999		03/05/99
Paraguay	Peet's P and sunburst design	3889-1999		03/05/99
Philippines	Peet's Coffee & Tea	4-1999-01288		02/23/99
Philippines	Peet's	4-1999-01046		02/15/99
Philippines	Peet's Coffee of California	4-1999-01589		03/08/99
Philippines	Peet's P and sunburst design	4-1999-01463		03/02/99
Singapore	Peet's	T99/02128Z		03/04/99
Singapore	Peet's	T99/02129H		03/04/99
Singapore	Peet's	T99/02130A		03/04/99
Singapore	Peet's Coffee & Tea	T99/02125E	T99/02125E	Application: 03/04/99 Registration: 03/04/99
Singapore	Peet's Coffee & Tea	T99/02126C		03/04/99

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Singapore	Peet's Coffee & Tea	T99/02127A		03/04/99
Singapore	Peet's Coffee of California	T99/03145E	T99/03145E	Application: 03/27/99 Registration: 03/27/99
Singapore	Peet's Coffee of California	T99/03146C		03/27/99
Singapore	Peet's Coffee of California	T99/03147A		03/27/99
Singapore	Peet's P and sunburst design	T99/02153J		03/05/99
Singapore	Peet's P and sunburst design	T99/02154I		03/05/99
Singapore	Peet's P and sunburst design	T99/02155G		03/05/99
Taiwan, Province of China	Peet's	88-007666	883155	Application: 02/05/99 Registration: 02/01/00
Taiwan, Province of China	Peet's	88-007667		02/05/99
Taiwan, Province of China	Peet's Coffee & Tea	88-007670		02/25/99
Taiwan, Province of China	Peet's Coffee & Tea	88-007671		02/25/99
Taiwan, Province of China	Peet's Coffee of California	88-010115		03/10/99
Taiwan, Province of China	Peet's Coffee of California	88-010116		03/10/99
Taiwan, Province of China	Peet's P and sunburst design	88-009663	887244	Application: 03/08/99 Registration: 03/16/00
Taiwan, Province of China	Peet's P and sunburst design	88-009664		03/08/99
Thailand	Peet's	395677		08/23/99
Thailand	Peet's	395678		08/23/99
Thailand	Peet's Coffee & Tea	395681		08/23/99

COUNTRY	DESCRIPTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Thailand	Peet's Coffee & Tea	395682		08/23/99
Thailand	Peet's Coffee of California	395683		08/23/99
Thailand	Peet's Coffee of California	395684		08/23/99
Thailand	Peet's P and sunburst design	395679		08/23/99
Thailand	Peet's P and sunburst	395680		08/23/99

(PART C)

COPYRIGHTS

None as of the Closing Date