

11-07-2000



101507019

Docket No.:

MOT395/2-1

Tau settings

To the Honorable Commissioner of Pat.

attached original documents or copy thereof.

1. Name of conveying party(ies):
Union Bank of Switzerland (UBS AG)

10-10-00

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

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

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

Name: **Tetley USA Inc.**

Internal Address: _____

Street Address: **100 Commerce Drive**

City: **Shelton** State: **CN** ZIP: **06484**

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

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 **Release of security interest**

Execution Date: **January 13, 2000**

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

Exhibit "A"

10-10-2000

U.S. Patent & TMOs/TM Mail Rcpt Dt. #01

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

Name: **Barry Bumgardner**

Internal Address: **Vinson & Elkins L.L.P.**

Street Address: **2300 First City Tower,**
1001 Fannin Street

City: **Houston** State: **TX** ZIP: **77002**

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41):.....\$ **\$415.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0365

DO NOT USE THIS SPACE

1/06/2000 DBYRNE 00000083 220365 2060893

01 FC:481 40.00 CH
 02 FC:482 375.00 CH

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.

Barry Bumgardner **October 10, 2000**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

SCHEDULE A

Registrations

Mark	Reg. No.	Reg. Date
ALL THE RICH FLAVOR OF SPECIALTY STORE COFFEE AT YOUR LOCAL GROCERY STORE	2,060,893	May 13, 1997
BECAUSE LIFE'S TOO SHORT FOR CHEAP COFFEE	1,851,626	August 30, 1994
BEECH-NUT	1,962,251	March 12, 1996
BROWN GOLD	2,262,833	July 20, 1999
DEMAND THE BEST	1,786,926	August 10, 1993
EL EXIGENTE	857,598	September 24, 1968
MARTINSON	745,209	February 12, 1963
MARTINSON MR. AUTOMATIC (Stylized)	1,099,724	August 15, 1978
OLD DUTCH MILL Plus Design	170,220	July 10, 1923
OLD DUTCH MILL Plus Design	170,792	July 24, 1923
Portrait of Carlos Montalban	1,022,786	October 14, 1975
RICH & SINGLE	1,702,604	July 21, 1992
SAVARIN (Stylized)	74,002	June 8, 1909
SAVARIN (Stylized)	583,889	December 22, 1953
THE COFFEE-ER COFFEE Plus Design	720,419	August 22, 1961
YOUR HOMETOWN COFFEE	1,942,358	December 19, 1995

PARTIAL COLLATERAL ASSIGNMENT RELEASE AND REASSIGNMENT

This Partial Collateral Assignment Release and Reassignment is granted and conveyed as of this 13 day of January, 2000, by Union Bank of Switzerland (now UBS AG), a Swiss corporation, having a business address at 1 Finsbury Avenue, London, EC2M 2PP, England ("Assignor"), in favor of Tetley USA Inc. (formerly Tetley Inc.), a Delaware corporation, having a principal business address at 100 Commerce Drive, Shelton, Connecticut 06484 ("Assignee"). All capitalized terms not defined herein shall have the meaning set forth in the Collateral Assignments (as defined below) between the parties.

WHEREAS, Assignor and Assignee entered into a Collateral Assignment of Trademarks (Security Agreement) dated as of July 28, 1995, and an Amendment to Collateral Assignment of Trademarks dated as of January 13, 1997 (collectively, the "Collateral Assignments"), such Collateral Assignments having been recorded in the U.S. Patent and Trademark Office on August 5, 1995 at Trademark Reel 1401, Frame 0829, and on January 14, 1997 at Trademark Reel 1546, Frame 0243, respectively;

WHEREAS, pursuant to the Collateral Assignments and as security for Assignee's Obligations under the Credit Agreement, Assignee assigned, and granted a security interest in, the Collateral to Assignor for the benefit of the Finance Parties;

WHEREAS, such Collateral included the trademarks listed on the attached Schedule A, all applications and registrations therefor, and the goodwill associated therewith ("Marks"); and

WHEREAS, the parties now seek to make a record of the Assignor's release and reassignment to Assignee of any and all of its right, title and interest in and to the Marks (but not any of the other Collateral described in the Collateral Assignments, as to which Assignor's security interest shall remain unmodified and in full force and effect).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Assignor hereby (1) releases, discharges, and relinquishes all of its right, title and interest in and to the Marks, and (2) reassigns to Assignee all of its right, title and interest in and to the Marks, including the goodwill of the business symbolized by the Marks, the right to sue for past infringement of the Marks, and all other rights in the Marks granted to Assignor under the Collateral Assignments.

**Union Bank of Switzerland
(now UBS AG)**

By: UBS AG
Andrew Baroff as attorney in fact
Name: _____
Title: _____