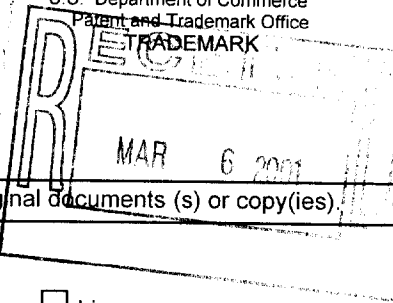


03-23-2001



101645469
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



3.6.01

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

Submission Type

Conveyance Type

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

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
Effective Date
Month Day Year
 1 31 2001
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Effective
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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 Assignment).

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

03/22/2001 TDIAZ1 00000107 2060893

01 FC:461 40.00 OP
02 FC:462 375.00 OP

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

Domestic Representatives 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

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)

<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"/>

Registration Number(s)

<input type="text" value="2060893"/>	<input type="text" value="1851626"/>	<input type="text" value="196251"/>
<input type="text" value="2262833"/>	<input type="text" value="1786926"/>	<input type="text" value="857598"/>
<input type="text" value="745209"/>	<input type="text" value="1099724"/>	<input type="text" value="170220"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method

Enclosed

Deposit Account

Deposit

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

Deposit Account Number:

#

Authorization to charge additional

Yes

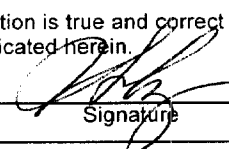
No

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.

Joan L. Long

Name of Person Signing



Signature

3/5/01

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 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)

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170792	1022786	1702604
74002	583889	720419
1942358		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 31, 2001, is between Limerick Tea & Coffee USA, L.P., a New Jersey limited partnership (the "Guarantor") and Canadian Imperial Bank of Commerce, in its capacity as agent for the Lenders referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, Mother Parker's Tea & Coffee Inc., an Ontario corporation (the "Borrower") has entered into a Credit Agreement dated as of January 18, 2001 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with the undersigned, various financial institutions (the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Borrower;

WHEREAS, the Guarantor has executed and delivered a guaranty (as amended or otherwise modified from time to time, the "Guaranty") of all obligations of the Borrower under the Credit Agreement and certain other obligations; and

WHEREAS, the obligations of the Guarantor under the Guaranty are to be secured pursuant to this Agreement and a Security Agreement, dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Security Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a continuing security interest in, the Guarantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule I hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by the Guarantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Guarantor's expense, execute and deliver to the Guarantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

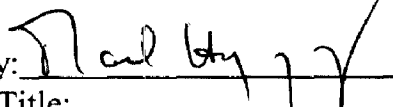
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be fully performed in such State. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

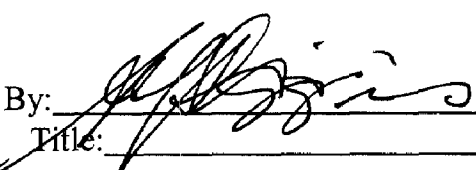
IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

GUARANTOR:

LIMERICK TEA & COFFEE USA, L.P.

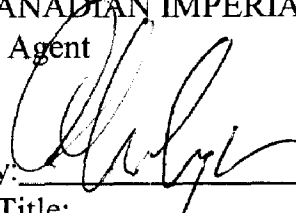
By: Balcaris Tea & Coffee USA, Inc.
its General Partner.

By:  _____
Title: _____

By:  _____
Title: _____

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent



By:  _____ **David Evelyn**
Title: _____ **Director**


 _____ **Warren Lobo**
Associate

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

Mark	Reg. No. Reg. Date	Goods
ALL THE RICH FLAVOR OF SPECIALTY STORE COFFEE AT YOUR LOCAL GROCERY STORE	2,060,893 May 13, 1997	Coffee
BECAUSE LIFE'S TOO SHORT FOR CHEAP COFFEE	1,851,626 August 30, 1994	Coffee
BEECH-NUT	1,962,251 March 12, 1996	Coffee
BROWN GOLD	2,262,833 July 20, 1999	Coffee
DEMAND THE BEST	1,786,926 August 10, 1993	Coffee
EL EXIGENTE	857,598 September 24, 1968	Coffee
MARTINSON	745,209 February 12, 1963	Coffee
MARTINSON MR AUTOMATIC (Stylized) 	1,099,724 August 15, 1978	Canned coffee
OLD DUTCH MILL Plus Design 	170,220 July 10, 1923	Coffee
OLD DUTCH MILL Plus Design OLD DUTCH MILL	170,792 July 24, 1923	Cocoa, tea and rice

Mark	Reg. No. Reg. Date	Goods
Portrait of Carlos Montalban 	1,022,786 October 14, 1975	Coffee, namely, coffee beans, roasted coffee, freeze-dried coffee, decaffeinated coffee, instant coffee, regular, drip and percolated ground coffee, and coffee sold in machines
RICH & SINGLE	1,702,604 July 21, 1992	Microwavable coffee bags
SAVARIN (Stylized) SAVARIN	74,002 June 8, 1909	Roasted coffee
SAVARIN (Stylized) <i>Savarin</i>	583,889 December 22, 1953	Coffee
THE COFFEE-ER COFFEE Plus Design <i>The Coffee-er Coffee</i>	720,419 August 22, 1961	Coffee
YOUR HOMETOWN COFFEE	1,942,358 December 19, 1995	Coffee