

08-02-2001



101797078

TO THE HON. COMMISSIONER OF PATENTS & TRADEMARKS

ORIGINAL DOCUMENTS OR COPIES THEREOF.

<p>1. NAME AND ADDRESS OF CONVEYING PARTY</p> <p>Keurig, Incorporated <b>7-300</b>          101 Edgewater Drive          Wakefield, MA 01880</p> <p>Additional names of conveying parties attached? No.</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY</p> <p>Silicon Valley Bank          3003 Tasman Drive          Santa Clara, CA 95054</p> <p>Additional names of receiving parties attached? No.</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Execution Date: <u>July 20, 2001</u></p>	<p><u>JUL 30 2001</u></p> <p>If assignee is not domiciled in the United States,          a designation of domestic representative is attached.</p>
<p>4. APPLICATION OR REGISTRATION NUMBER(S)</p> <p>A. Trademark Application Nos.</p> <p>See Exhibit C</p> <p>Additional numbers attached? No.</p>	<p>B. Trademark Registration Nos.</p> <p>See Exhibit C</p> <p>Additional numbers attached? No.</p>
<p>6. NAME AND ADDRESS OF PARTY TO WHOM          CORRESPONDENCE CONCERNING DOCUMENT          SHOULD BE MAILED:</p> <p>Arlene J. Powers          SAMUELS, GAUTHIER, STEVENS &amp; REPPERT          225 FRANKLIN STREET, SUITE 3300          BOSTON, MA 02110</p>	<p>6. TOTAL NUMBER OF APPLICATIONS          AND REGISTRATIONS INVOLVED: <u>8</u></p> <p>7. TOTAL FEE DUE: \$ <u>320.00</u> (Check enclosed)</p> <p>If any additional fee(s) are due, the Commissioner is hereby authorized to charge the          Deposit Account identified in item 8.</p> <p>8. DEPOSIT ACCOUNT NUMBER: <u>19-0079</u></p>

08/02/2001 6TON11 00000085 2279955  
 01 FC:481 40.00 DP  
 02 FC:482 175.00 DP

DO NOT USE THIS SPACE

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.

Arlene J. Powers  
Name of Person Signing

*Arlene J. Powers*  
Signature

7/26/01  
Date

Total pages: 13

~~08/02/2001 6TON11 00000085 2279955~~  
~~FC:481 40.00 DP~~  
~~FC:482 175.00 DP~~

I hereby certify that this correspondence (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Hon. Commissioner of Patents and Trademarks, Washington, D.C. 20231

Encl. Ref: 08/02/2001 6TON11 0017104100  
 Name/Number: 2279955  
 FC: 704 \$105.00 CR

*Sarah Kennedy*  
 Sarah Kennedy  
7/26/01  
 Date

# EXHIBIT C

## All Trademark Applications and Registrations

<u>Mark</u>	<u>Country</u>	<u>Type</u>	<u>No.</u>	<u>Job</u>	<u>Deadline</u>
COFFEE HOUSE TASTE BY THE CUP	Australia	REG	833,176	renew	Apr 27, 2010
COFFEE HOUSE TASTE BY THE CUP	Canada	REG	538,930	renew	Dec 20, 2015
COFFEE HOUSE TASTE BY THE CUP	European Union	APP	1,633,478		
COFFEE HOUSE TASTE BY THE CUP	Japan	APP	2000-44768		
COFFEE HOUSE TASTE BY THE CUP	USA	REG	2,279,955	8 & 15	Sep 21, 2005
K-CUP	USA	REG	2,431,816	renew	Feb 27, 2007
K-CUPS	Australia	REG	813,258	renew	Nov 10, 2009
K-CUPS	Canada	REG	534,936	renew	Oct 18, 2015
K-CUPS	European Union	REG	1,384,882	renew	Nov 16, 2009
K-CUPS	Japan	REG	4,472,036	renew	May 11, 2011
K-CUPS	USA	REG	2,350,466	8 & 15	May 16, 2006
KEURIG	Australia	REG	813,257	renew	Nov 10, 2009
KEURIG	Canada	REG	494,158	renew	May 7, 2013
KEURIG	European Union	REG	1,385,095	renew	Nov 16, 2009
KEURIG	Japan	REG	4,439,637	renew	Dec 15, 2010
KEURIG	USA	REG	2,057,361	8 & 15	Apr 29, 2003
KEURIG BREWED	Australia	REG	821,495	renew	Jan 27, 2010
KEURIG BREWED	Canada	APP	1,014,657		
KEURIG BREWED	European Union	REG	1,478,460	renew	Jan 27, 2010
KEURIG BREWED	Japan	APP	2000-4721		
KEURIG BREWED	USA	APP	75/646,745		
Mug and Star Design	Australia	REG	825,115	renew	Feb 23, 2010
Mug and Star Design	Canada	APP	1,047,895		
Mug and Star Design	European Union	APP	1,516,673		

Mark	Country	Type	No.	Job	Deadline
Mug and Star Design	Japan	REG	4,451,814	renew	Feb 9, 2011
Mug and Star Design	USA	REG	2,417,711	8 & 15	Jan 2, 2007
MYKEURIG	Canada	APP			
MYKEURIG	Japan	APP			
MYKEURIG	USA	APP	76/154,015		
T-CUPS	Australia	REG	818,574	renew	Dec 23, 2009
T-CUPS	Canada	APP	1,041,152		
T-CUPS	European Union	REG	1,438,563	renew	Dec 23, 2009
T-CUPS	Japan	REG	4,442,875	renew	Jan 5, 2011
T-CUPS	USA	APP	75/877,374		

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 20th day of July, 2001 by and between **KEURIG, INCORPORATED**, a Delaware corporation, with offices at 101 Edgewater Drive, Wakefield, Massachusetts 01880 ("Grantor"), and **SILICON VALLEY BANK**, a California banking corporation ("Lender").

## RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement of even date herewith between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further

actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing of UCC Financing Statements and the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all

such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement which is not cured within 60 days.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Borrower; (ii) to prospective transferees or purchasers of any interest in the Loans, provided that prior to the occurrence of an Event of Default, Lender shall require that such prospective transferees or purchasers exercise the same standard of care as the Lender is required to hereunder; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party who is not obligated to maintain the confidentiality of the information.



**EXECUTED** as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantor:**

101 Edgewater Drive  
Wakefield, Massachusetts 01880

**GRANTOR:**

**KEURIG, INCORPORATED**

By: Stephen P. Sanford

Name: Stephen P. Sanford

Title: CFO

651308.2

**EXHIBIT A**  
**COPYRIGHTS**

**SCHEDULE A: ISSUED COPYRIGHTS**

None.

**SCHEDULE B: PENDING COPYRIGHT APPLICATIONS**

None.

**SCHEDULE C: UNREGISTERED COPYRIGHTS (WHERE NO APPLICATION IS PENDING)**

None.

**EXHIBIT B****PATENTS**

Tab No.	Our Ref.	Title	Country	Filing Date	Ser. No.	Issue Date	Pat. No.
1	2648	BEVERAGE FILTER CARTRIDGE	U.S.	09/16/92	945,746	07/05/94	5,325,765
2	2648CIP FWC	BEVERAGE FILTER CARTRIDGE	U.S.	08/20/97	08/914,955	11/24/98	5,840,189
3	4301	APPARATUS FOR CONSECUTIVELY DISPENSING AN EQUAL VOLUME OF LIQUID	U.S.	01/19/99	09/233,272	07/04/00	6,082,247
			Australia	01/14/00	25067/00		
			Canada	09/18/00	2,324,223		
			EPO	01/14/00	00903296.2		
			Japan	09/14/00	2000-595112		
			New Zealand	09/06/00	506753		
4	4314	COFFEE BREWING MACHINE	U.S.	05/14/98	29/088,056	04/27/99	Des. 408,679
5	4627	BEVERAGE FILTER CARTRIDGE HOLDER	U.S.	01/19/99	09/232,993	06/27/00	6,079,315
			Canada	11/24/99	2,290,260		
6	4627CON	BEVERAGE FILTER CARTRIDGE HOLDER	U.S.	12/30/99	09/475,398	02/06/01	6,182,554
7	4647	AUTOMATED BEVERAGE BREWING SYSTEM	U.S.	01/19/99	09/232,994	11/07/00	6,142,063
			Australia	01/19/99	22365/99		
			Canada	11/25/99	2,290,601		
			EPO	09/01/00	99902364.1		
			Japan	09/13/00	2000-594359		
			New Zealand	09/06/00	506754		
8	5374		U.S.	06/20/00	09/597,455		
			Australia	10/24/00	66693/00		
			Canada	11/21/00	2,327,021		
			EPO	11/30/00	00310662.2		
			Japan	12/08/00	2000-373887		
			New Zealand	11/23/00	508350		
9	5444-1		U.S.	02/13/01	09/782,622		
			PCT	02/15/01	PCT/US01/04881		

**EXHIBIT B****PATENTS**

<b>Tab No.</b>	<b>Our Ref.</b>	<b>Title</b>	<b>Country</b>	<b>Filing Date</b>	<b>Ser. No.</b>	<b>Issue Date</b>	<b>Pat. No.</b>
10	5444-1-Des(1)		U.S.	05/17/01	29/142,050		
11	5444-1-Des(2)		U.S.	05/17/01	29/142,049		
12	5445-1		U.S.	02/13/01	09/782,660		
			PCT	02/15/01	PCT/US01/40123		
13	5446		U.S.	02/13/01	09/782,665		
			PCT	02/14/01	PCT/US01/04723		
14	5447-1		U.S.	Prov. 01/24/01	60/263,779		
15	5452-1		U.S.	Prov. 01/24/01	60/263,780		
16	5453-1		U.S.	Prov. 04/12/01	60/283,461		
17	5454-1		U.S.	Prov. 04/11/01	60/283,283		
18	5548-1		U.S.	Prov. 04/11/01	60/283,298		
19	5551-1		U.S.	Prov. 04/11/01	60/283,290		
20	5552-1		U.S.	Prov. 04/11/01	60/283,267		
21	5558-1		U.S.	Prov. 04/11/01	60/283,299		
22	5881		U.S.	Prov. 04/06/01	60/281,954		
23	5966		U.S.	02/01/01	09/776,481		
24	6107		U.S.	Prov. 04/17/01	60/284,403		
25	6108/6109		U.S.	Prov. 04/18/01	60/284,454		
26	6110		U.S.	Prov. 04/06/01	60/281,952		
27	6111		U.S.	Prov. 04/18/01	60/284,452		
28	6163		U.S.	06/04/01	29/142,893		
29	6179		U.S.	Prov. 04/06/01	60/282,019		

**EXHIBIT D**

**MASK WORKS**

None.

## EXHIBIT E

### LICENSES

1. Licensing Agreement dated March 13, 2000 by and between Keurig, Incorporated and Diedrich Coffee, Inc.
2. Licensing Agreement dated May 15, 2000 by and among Keurig, Incorporated and The Procter & Gamble Company, The Folger Coffee Company and Millstone Coffee, Inc.
3. License Agreement dated June 30, 2000 by and between Keurig, Incorporated and Green Mountain Coffee Roasters, Inc.
4. Licensing Agreement dated October 20, 2000 by and between Keurig Incorporation and Timothy's Coffees of the World Inc., Inc.
- 5.
- 6.
7. Non-exclusive Distribution Agreements with the parties listed on Annex A, attached hereto.
8. Licensing Agreement dated June 28, 2001 by and between Keurig, Incorporated and Van Houtte Inc.