

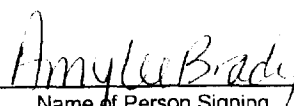



04-02-2002

U.S. Patent & TMO/TM Mail Rcpt. Dt. #40

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RE 102053043 TRADEMARK OFFICE		J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Café Express, LLC 4-2-02 5858 Westheimer, Suite 110 Houston, Texas 77058 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Name: JPMorgan Chase Bank, as Agent Internal Address: _____ Street Address: <u>712 Main Street</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77002</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>New York Banking Corporation</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Collateral Assignment and Security Agreement (Trademarks)</u> Execution Date: <u>2/28/02</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) <u>1,280,225</u> _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Corporation Service Company</u> Internal Address: <u>Attn: Amy Lee Brady</u> _____ _____ Street Address: <u>80 State Street, 6th Floor</u> _____ City: <u>Albany</u> State: <u>NY</u> Zip: <u>12207</u>			6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> <u>3/28/2002</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 5 </div>					

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TRADEMARK
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COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS)

This COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement") is executed as of February 28, 2002 by CAFÉ EXPRESS, LLC, a Delaware limited liability company ("Borrower") in favor of JPMORGAN CHASE BANK, a New York banking corporation, in its capacity as agent (in such capacity, the "Secured Party") for the Beneficiaries as defined in the Credit Agreement referred to below.

PRELIMINARY STATEMENT

A. Secured Party and the lenders signatory thereto (the "Lenders") are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated or supplemented from time to time, the "Credit Agreement").

B. It is a condition precedent to Lenders making the financial accommodations to Borrower contemplated by the Credit Agreement that Borrower enter into this Agreement, along with that certain Security Agreement (the "Security Agreement") dated as of the date hereof executed by Borrower and its subsidiaries in favor of Secured Party.

NOW, THEREFORE, in consideration of the premises and to induce Lenders to loan monies or extend financial accommodations, with or without security, to or for the account of Borrower, and at the special instance and request of Secured Party, on behalf of the Lenders, the Borrower hereby covenants and agrees with Secured Party, on behalf of the Lenders, as follows:

1. Defined Terms.

(a) All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

(b) "Trademark License" means any written agreement now or hereafter in existence granting to Borrower any right to use any Trademark, including, without limitation, the agreements listed on Schedule 1 attached hereto.

(c) "Trademarks" means all of the following: (i) all trademarks, trade names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule 1 attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby. (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. Security Interest and Collateral Assignment. As security for the Obligations, Borrower hereby grants and conveys a security interest to Secured Party in, and collaterally assigns to Secured Party, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) Each Trademark now or hereafter owned by Borrower or in which Borrower now has or hereafter acquires rights, wherever located and the goodwill of the business of Borrower relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule 1 hereto and any renewals of registrations thereof; and

(b) Each Trademark License now or hereafter held by Borrower or in which Borrower now has or hereafter acquires rights, wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule 1 hereto; and

(c) All products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule 1 hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until Secured Party exercises the rights and remedies accorded to it under the Security Agreement or by law with respect to the realization upon its security interest in and collateral assignment of the Property, Borrower shall own, and may use and enjoy the Property in connection with its business operations, including the granting of licenses and sublicenses in the ordinary course of Borrower's business, but with respect to all Property usable in Borrower's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. Incorporation of the Security Agreement. Borrower does hereby acknowledge and affirm that the representations, warranties and covenants of Borrower with respect to the Property and the rights and remedies of Secured Party with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provision so which are incorporated by reference herein as if fully set forth herein.

4. Future Rights. If Borrower shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 of this Agreement shall automatically apply thereto and Borrower authorizes Secured Party to modify this Agreement by amending Schedule 1 to include any future Trademarks and Trademark Licenses covered by Section 2 of this Agreement or by this Section 4.

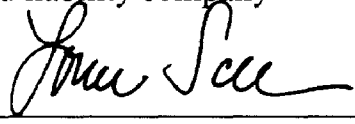
5. Choice of Laws. THIS AGREEMENT SHALL BE CONSTRUED UNDER, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS, EXCLUDING, HOWEVER, ITS CHOICE OF LAW RULES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed as of the date set forth hereinabove.

BORROWER:

CAFÉ EXPRESS, LLC, a Delaware
limited liability company

By:  _____

Name: Lonnie Schiller

Title: Chief Executive Officer

Schedule 1

The mark "CAFÉ EXPRESS", United States Trademark Registration Number 1,280,225. Serial Number 73409517, filed January 17, 1983, registered May 29, 1984.