

9/25/02
Attorney Docket No.: 49745-0004-0005

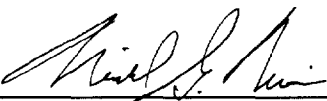
RE 10-01-2002
102237718

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Cooperative Centrale Raiffeisen-Boerenleenbank, B.A. d/b/a Rabobank International London Branch</p>	<p>2. Name and address of receiving party(ies): Tetley USA Inc. 100 Commerce Drive Shelton, Connecticut 06484</p>
<p>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: Release of Security Interest</p> <p>Execution Date: September 19, 2002</p>	<p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s):</p>	<p>B. Trademark Registration No.(s): 1,366,907 1,245,526 1,323,572</p>
<p>5. Name and address of party to whom correspondence document should be mailed: Michael G. Mosier, Esq. C/O TMSU 1111 Pennsylvania Ave., N.W. Washington D.C. 20004</p> <p>Telephone: (212) 309-6313 Facsimile: (212) 309-6273 E-Mail: mmosier@morganlewis.com</p>	<p>6. Total number of applications and registrations involved: [3]</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>40.00</u> <u>2</u> x \$25.00 = \$ <u>50.00</u> Total \$ 90.00</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 13-4520</p>

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.

Michael G. Mosier  September 24, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: **[4]**

10/01/2002 TDIAZ1 00000021 1366907
01 FC:481 40.00 DP
02 FC:482 50.00 DP

**PARTIAL TERMINATION AND RELEASE OF COLLATERAL
ASSIGNMENT OF TRADEMARKS**

This Partial Termination and Release of Collateral Assignment of Trademarks is granted as of this ~~19th~~ day of September, 2002, by Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. trading as Rabobank International London Branch, having a business address at One Queenhithe, London, EC4V 3RL, England ("Rabobank"), as agent and trustee for, and for the benefit of, itself and each of the Lenders, the Secured Loan Stock Creditor and the Vendor Creditors (collectively, the "Secured Parties") (the "Security Agent") in favor of Tetley USA Inc., a Delaware corporation, having a principal business address at 100 Commerce Drive, Shelton, Connecticut 06484 ("Tetley"). All capitalized terms not defined herein shall have the meaning set forth in the Secured Finance Documents (as defined in the Debenture dated as of March 10, 2000 between Tata Tea (GB) Limited and Rabobank, as Security Agent).

WHEREAS, pursuant to a certain Collateral Assignment of Trademarks dated as of March 10, 2000 (the "Collateral Assignment"), Tetley granted Rabobank, as Security Agent for the Secured Parties, a security interest in, among other Collateral, the trademark registrations listed in Schedule A attached hereto ("Marks") and recorded such security interest in the Marks with the United States Patent and Trademark Office on April 19, 2000 at Reel 2066, Frame 0925;

WHEREAS, Tetley granted Rabobank, as Security Agent for the Secured Parties, such security interest in the Marks under a Security Agreement dated as of March 10, 2000, among Tetley, Tetley US Holdings, Inc. and Rabobank, as Security Agent for the Secured Parties ("Security Agreement") to secure the Secured Liabilities of the Secured Parties;

WHEREAS, in connection with the execution and delivery of a certain Agreement of even date between Rabobank as Security Agent for the Secured Parties, Tata Tea (GB) Limited and the Banks (as defined therein), Rabobank, as Security Agent for the Secured Parties, has agreed to terminate and release its security interest in and to the Marks (but not to any of the other Collateral described in the Collateral Assignment, as to which Rabobank's security interest shall remain unmodified and in full force and effect); and WHEREAS, Tetley is desirous of recording this instrument to confirm and evidence the termination and release of Rabobank's security interests in the Marks, as Security Agent for the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Rabobank, as Security Agent for the Secured parties, hereby (1) terminates, releases, discharges, and relinquishes all security interests in, to and under the Marks and all renewals and extensions thereof (but not to any of the other Collateral described in the Collateral Assignment, as to which Rabobank's security interest shall remain unmodified and in full force and effect) , and (2) reassigns to Tetley

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 Rabobank, as Security Agent for the Secured Parties, under the Collateral Assignment.

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A. trading as RABOBANK
INTERNATIONAL LONDON BRANCH

By: NR OW
Name: NEIL READ OLIVER WYNCOLE
Title: DIRECTOR. DIRECTOR

Schedule A

Marks

<u>MARK</u>	<u>GOODS/SERVICES</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
EMKAY	Tea, Instant tea, and cocoa powders	1,366,907	Oct. 22, 1985	Renewal due Oct. 22, 2005
TWIN-FLO	Tea	1,245,526	Jul. 12, 1983	Renewal due July 12, 2003
TWO-FLOW	Tea	1,323,572	Mar. 5, 1985	Renewal due Mar. 5, 2005