

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 07933/294

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

1. Name of conveying party(ies):
EMPIRICAL GROUP, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Other: **DELAWARE LLC**

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

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

Name: International **WELLS FARGO HSBC TRADE BANK, N.A.**
Internal Address:
Street Address: **333 SOUTH GRAND AVE., SUITE 800**
City: **LOS ANGELES** State: **CALIFORNIA** ZIP: **90071**

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: **NATIONAL BANKING ASSOCIATION**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **SEPTEMBER 6, 2002**

4.A. Trademark Application No.(s)	B. Registration No.(s)			
	1,550,374	2,319,888	404,408	2,191,670
	2,385,699	171,164	2,703,696	2,599,719
	1,948,668	1,335,790	1,259,571	1,958,899

Additional numbers attached? * Yes No

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

Charlotte Chen
Morrison & Foerster, LLP
555 West Fifth Street, 35th Floor
Los Angeles, CA 90013

6. Total number of applications and trademark registrations involved: **12**

7. Total fee (37 C.F.R. § 3.41): **\$340**

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket **07933/294**


8. Deposit account number: **03-1952**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: **KELLY LOGUE**  **3/24/03**

Signature Date

Total number of pages comprising cover sheet, attachments and document: **9**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated as of the 19th day of September, 2002, by and between EMPIRICAL GROUP, LLC, a Delaware limited liability company (the "Borrower") and WELLS FARGO HSBC TRADE BANK, N.A. (the "Lender").

RECITALS

A. The Borrower and the Lender have entered into that certain Credit Agreement dated as of even date herewith by and between the Lender and the Borrower (the "Credit Agreement," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement). As a condition to the effectiveness of the Credit Agreement, the Borrower and the Lender entered into that certain Security Agreement dated as of even date herewith between Borrower and the Lender (the "Security Agreement"), in which the Borrower has granted to the Lender a security interest in certain assets of Borrower, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Borrower or used in Borrower's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Borrower hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Empirical Collateral described therein includes, without limitation, all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Borrower, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising rights (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Lender for past, present and future infringements of any of the foregoing; and

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower necessary to the conduct of the Borrower's business which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Lender in writing of any additional trademarks registered with the PTO of which Borrower becomes the owner which is necessary to the conduct of the Borrower's business and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Empirical Collateral for all purposes of the Security Agreement and the other Loan Documents and the Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Empirical Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

[Signature Page Following]

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the day and year first above written.

EMPIRICAL GROUP, LLC, a Delaware limited liability company

By: 
Michael Camp, Chief Executive Officer and
Chairman of the Board of Managers

WELLS FARGO HSBC TRADE BANK, N.A.

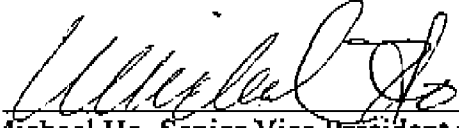
By: _____
Michael Ho, Senior Vice President and Regional
Vice President

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the day and year first above written.

EMPIRICAL GROUP, LLC, a Delaware limited liability company

By: _____
Michael Camp, Chief Executive Officer and
Chairman of the Board of Managers

WELLS FARGO HSBC TRADE BANK, N.A.

By:  _____
Michael Ho, Senior Vice President and Regional
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On Sept. 19, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Michael Ho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies) and that, by ~~his~~ her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Dabretra Y. Thomas

My commission expires on Nov 4, 2005



STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On September 19, 2002, before me, the undersigned notary public in and for said County and State, personally appeared MICHAEL CAMP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Susan Busani

My commission expires on July 8, 2003

SUSAN BUSANI
Notary Public, State of New York
No. 01BU4983804
Qualified in Bronx County
Commission Expires July 8, 2003

SCHEDULE I
TO SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

1. Tetley Licensed Marks

<u>MARK</u>	<u>GOOD/SERVICES</u>	<u>REG./APPLN. NO.</u>	<u>REG./FILING DATE</u>	<u>STATUS</u>
BREW-MAGIC	Tea, instant tea, and tea bags	1,550,374	August 1, 1989	Registered
CHAI-TEA & Design	Teas	2,385,699	September 12, 2000	Registered
ICED GOLD	Ready to drink tea	1,948,668	January 16, 1996	Registered
JADE'S LEAF	Teas	2,319,888	February 15, 2000	Registered
NATIONAL CUP	Teas	171,164	July 31, 1923	Registered
PRIVATE ESTATE	Teas	1,335,790	May 14, 1985	Registered
TETLEY	Tea	404,408	November 23, 1943	Registered
THE TINY LITTLE TEA LEAF TEA	Tea	2,073,696	June 24, 1997	Registered
THE TINY LITTLE TEA LEAF TEA and Design	Teas	1,259,571	November 29, 1983	Registered
NATIONAL QUALITY	Tea			Unregistered

2. Harris Licensed Marks

<u>MARK</u>	<u>JURISDICTION</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>
HARRIS (WORD MARK)	Federal	2191670 SUPPLEMENTAL	September 22, 1998	Registered
HARRIS TEA CO.	Federal	2599719 SUPPLEMENTAL	July 23, 2002	Registered
GLENMERE	Federal	1958899 PRINCIPAL	February 27, 1996	Registered

IRREVOCABLE POWER OF ATTORNEY

EMPIRICAL GROUP, LLC, a California limited liability company, located at 1267 Cobb Industrial Road, Marietta, Georgia 30066-6699 (the "Borrower") hereby grants to WELLS FARGO HSBC TRADE BANK, N.A. (the "Lender"), an exclusive Irrevocable Power of Attorney to (i) transfer trademarks and applications therefor owned by Borrower from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Credit Agreement dated as of September 19, 2002 by and between the Borrower and the Lender (the "Credit Agreement," and with capitalized terms not otherwise defined used with the meaning given such terms in the Credit Agreement).

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations remain outstanding (other than surviving indemnity obligations).

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an interest; it is created for the benefit of the attorney in fact, Lender, rather than for Borrower.

3. This Power of Attorney is created simultaneously with the imposition of other obligations upon Borrower in favor of Lender under the Credit Agreement.

4. The Power of Attorney granted herein is created to secure the performance of the obligations under the Credit Agreement and the Supplemental Security Agreement (Trademarks) dated concurrently herewith of Borrower to Lender and shall be exercisable by Lender only after the occurrence and during the continuance of a Event of Default.

IN WITNESS WHEREOF, Borrower has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of September 19, 2002.

EMPIRICAL GROUP, LLC

By: 
Michael Camp, Chief Executive Officer and
Chairman of the Board of Managers