

01-27-2003

U.S. DEPARTMENT OF COMMERCE



102347668

COVER SHEET

LY

RE

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):
**Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A.
Robabank International London Branch**

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: **Partial Termination and Release of Collateral Assignment**

Execution Date: **September 19, 2002**

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

Name: **Tetley USA Inc.**
Internal Address:
Street Address: **100 Commerce Drive**
City: **Shelton State: Connecticut** ZIP: **06484**

12-27-02

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

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

4.A. Trademark Application No.(s)

B. Registration No.(s)

1,366,907
1,245,526
1,323,572

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: **3**

7. Total fee (37 C.F.R. § 3.41): **\$90.00**

- 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**

Signature

1/16/03
Date

Total number of pages comprising cover sheet, attachments and document: **4**

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01/24/2003 LMUELLER 00000186 031952 1366907
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

la-622826

FINANCE SECTION

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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):
Cooperative Centrale Raiffeisen-Boerenleenbank, B.A.
Robobank International London Branch

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Other: England

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Partial Termination and Release of Collateral
Assignment

Execution Date: September 19, 2002

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

Name: Tetley USA Inc.
Internal Address:
Street Address: 100 Commerce Drive
City: Shelton State: Connecticut ZIP: 06484

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: Delaware
 Other: _____

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

4.A. Trademark Application No.(s)

B. Registration No.(s)

1,366,907
1,245,526
1,323,572

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: 3

7. Total fee (37 C.F.R. § 3.41): 590.00

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

 12/23/02

Signature Date

Total number of pages comprising cover sheet, attachments and document: 4

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

**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

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

This Partial Termination and Release of Collateral Assignment of Trademarks is granted as of this ~~7th~~ 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 WINCOLL
Title: DIRECTOR DIRECTOR

Draft
8/28/02

Schedule A

Marks

<u>MARK</u>	<u>GOODS/SERVICES</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
BMKAY	Tea, instant tea, and cocoa powders	1,366,907	Oct. 22, 1985	Renewal due Oct. 22, 2004
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