

03-07-2003

FORM PTO-1594 REC

(Rev. 03/01)

3-7-03



102383998

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner

Please record the attached original document or certified copy thereof.

1. Name of conveying Party(ies):
Tetley USA Inc.

Individual Association
 General Partnership Limited Partnership
 Corporation- State - Delaware
 Other _____

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

2. Name and Address of receiving Party(ies):

Name: **Coöperatieve Centrale Raiffeisen-Boerenleenbank
B.A. trading as Rabobank International, London Branch,
as Security Agent**

Street Address: **One Queenhithe, Thames Court**

City: **London** State: **United Kingdom** Zip Code: **EC4V 3RL**

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other **Banking Association**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **February 28, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
**1550374; 1321062; 1948668; 2319888; 2232363; 0171164
~~2238879; 2260013; 1335790; 0404408; 2090039; 2073696; 1259571~~
2385699**

Additional sheet attached? Yes No

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

**Marie A. Lavalleye, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004**

Attorney Docket No. **026625.00102**

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41).....\$ **340.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No.: **033412**

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.

M. Lavalleye **3-6-03**

Name of Person Signing Signature Date

Marie A. Lavalleye
Attorney for Security Agent

Total number of pages including cover sheet, attachments, and document: **11**

03/07/2003 TDI021 00000126 033412 1550374

01 FC:0521 40.00 CH
02 FC:0522 300.00 CH

TRADEMARK
REEL: 002685 FRAME: 0022

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS is dated as of February 28, 2003, and is made between TETLEY USA INC. (formerly known as Tetley, Inc.), a Delaware corporation with an office at 100 Commerce Drive, Shelton, Connecticut ("Tetley USA") and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. trading as RABOBANK INTERNATIONAL, LONDON BRANCH, as agent and trustee (the "Security Agent") for, and for the benefit of, itself and each of the Lenders (as defined in the Debenture) (collectively, the "Secured Finance Parties").

W I T N E S S E T H

WHEREAS, Tetley US Holdings Inc. ("Holdings US") is a Delaware corporation and an indirect, wholly-owned subsidiary of Tata Tea (GB) Limited, a company incorporated under the laws of England ("Tata Tea");

WHEREAS, Tetley USA is a Delaware corporation and is a direct, wholly-owned subsidiary of Holdings US;

WHEREAS, Tata Tea and certain of its subsidiaries and affiliates have entered into the Secured Finance Documents (as defined in the Debenture) with the Secured Finance Parties and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. trading as RABOBANK INTERNATIONAL, LONDON BRANCH, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties;

WHEREAS, in order to induce the Secured Finance Parties and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. trading as RABOBANK INTERNATIONAL, LONDON BRANCH, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties, to enter into the Secured Finance Documents, Tetley USA has entered into a certain Security Agreement on or about the date hereof, among Holdings US, Tetley USA, and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. trading as RABOBANK INTERNATIONAL, LONDON BRANCH, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties pursuant to which Tetley USA grants a security interest in and to the Collateral (as hereinafter defined) to secure the full payment when due of the Secured Liabilities (the "Security Agreement"); and

WHEREAS, Tetley USA owns all right, title, and interest in and to, among other things, all the United States trademarks, trademark registrations, trademark registration applications, trade names and domain names set forth on Schedule A hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tetley USA hereby assigns, sells, transfers, and conveys to Security Agent, and grants to Security Agent, a security interest in:

- (a) the Trademarks (including all registrations and registration applications therefor);
- (b) all trade names, domain names, trademarks (such term shall include all trademarks, service marks, trade dress, logos, design marks and any and all other source identifiers) and trademark registrations and registration applications thereof, hereafter adopted, acquired, and/or used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (c) all renewals of the Trademarks and Future Trademarks;
- (d) all packaging, labeling, trade names, trademarks, service marks, logos, design marks, trade dress and any and all other source identifiers including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (e) all income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect to the Trademarks and Future Trademarks, including without limitation damages, claims and payments for past, present or future infringements thereof;
- (f) all rights of Tetley USA as licensor of any of the items set forth in clauses (a) through (e) above;
- (g) all of Tetley USA's rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (h) all goodwill of Tetley USA's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral"; provided, however, that the foregoing Collateral shall not include any Excluded Assets.

AND, Tetley USA hereby covenants with Security Agent as follows:

1. **Tetley USA's Obligations.** Tetley USA agrees that, notwithstanding this Collateral Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Security Agent shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Collateral Assignment or any payment received by Security Agent relating to the Collateral, nor shall Security Agent be required to perform any covenant, duty or obligation of Tetley USA arising in connection with

the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. **Use Prior to Default.** Subject to Section 3 hereof, Tetley USA shall retain all of its right, title, and interest in and to the Collateral and shall have the right to use and license the Collateral in the ordinary course of its business, subject to the terms and conditions of the Secured Finance Documents.

3. **Remedies Upon Default.** Whenever any Event of Default shall have occurred and be continuing, Security Agent shall have all the rights and remedies granted to it in such event by the Secured Finance Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Security Agent in such event may collect directly any payments due to Tetley USA in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral. Tetley USA agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Tetley USA fails or refuses to execute and deliver such documents, Tetley USA hereby irrevocably appoints Security Agent as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Tetley USA's behalf. For the purpose of enabling Security Agent to exercise rights and remedies upon and during the continuance of an Event of Default, Tetley USA hereby grants to Security Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Tetley USA) to use, assign, license, or sublicense any of the Collateral, now owned or hereafter acquired by Tetley USA, and wherever the same may be located. Notwithstanding any provision hereof to the contrary during the continuance of an Event of Default, Tetley USA may sell merchandise bearing the Trademarks and Future Trademarks, and otherwise make use thereof, in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Security Agent of an intended sale or other disposition of the Collateral.

4. **Amendment and Waivers.** This Collateral Assignment may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Tetley USA and Security Agent. Tetley USA hereby authorizes Security Agent to modify this Collateral Assignment by amending Schedule A hereto to add any Future Trademarks, provided Security Agent notifies Tetley USA in writing of such modification.

5. **Waiver of Rights.** No course of dealing between the parties to this Collateral Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Security Agent of any breach or default by Tetley USA shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

6. **Assignment.** The provisions of this Collateral Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein, or in or to the Collateral may be assigned by Tetley USA without the prior written consent of Security Agent.

7. **Enforcement.** If an Event of Default has occurred and is continuing, Security Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Tetley USA shall at the request of Security Agent do any and all lawful acts and execute any and all proper documents and deeds required by Security Agent in aid of such enforcement and Tetley USA shall promptly, upon demand, reimburse and indemnify Security Agent or its agents for all out-of-pocket costs and expenses incurred by Security Agent or its agents in the exercise of Security Agent's rights as provided in the Secured Finance Documents.

8. **Termination.** At such time as the Secured Liabilities have been satisfied, Security Agent will execute and deliver to Tetley USA, all instruments as may be necessary or proper to terminate this Collateral Assignment and to re-vest Tetley USA with full title to the Collateral, subject to any dispositions thereof which may have been made by Security Agent pursuant to this Collateral Assignment.

9. **Severability.** If any clause or provision of this Collateral Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

10. **Notices.** Until the Senior Discharge Date, all notices, communications, requests and demands to or upon Tetley USA or Security Agent under this Collateral Assignment shall be given in accordance with Clause 29 (Notices) of the Facility Agreement. Thereafter, all notices, communications, requests and demands hereunder shall be given in accordance with Clause 27 (Notices) of the SRCF Agreement.

11. **Defined Terms.** Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for in the Security Agreement.


12. **Governing Law.** This Collateral Assignment shall be governed by, construed, applied, and enforced in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction, except the federal laws of the United States of America applicable to trademarks.

13. **Counterparts.** This Collateral Assignment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Collateral Assignment by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Collateral Assignment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment as of the date first above written.

TETLEY USA INC.

By: 
Name: John M. Petrizzo
Title: Sr. V.P. Admin. & Operations

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

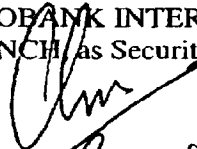
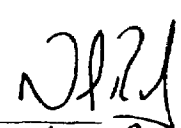
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment as of the date first above written.

TETLEY USA INC.


By: _____
Name: _____
Title: _____

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


By:  _____
Name: Berend du Jan  _____
Title: MD DIR

SCHEDULE A

I. United States Trademark Applications and Registrations

Mark	Owner	Status	Goods / services	Serial no. Date filed	Reg. No. Date Registered
BREW-MAGIC	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea, instant tea, and tea bags	73-729987 May 23, 1988	1550374 Aug 1, 1989
BREWS FAST	TETLEY INC. ¹ (DE CORP.)	Registered	Class 30: tea	73-454098 Nov 23, 1983	1321062 Feb 19, 1985
	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	75-842383 Nov 6, 1999	2385699 Sept 12, 2000.
ICED GOLD	TETLEY USA INC. (DE CORP.)	Registered	Class 30: ready to drink tea	74-615267 Dec 27, 1994	1948668 Jan 16, 1996
JADE'S LEAF	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	75-557981 Sep 23, 1998	2319888 Feb 15, 2000
JOSEPH TETLEY	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	75-478988 May 4, 1998	2232363 Mar 16, 1999
NATIONAL CUP	TETLEY USA INC. (DE CORP.)	Renewed	Class 30: coffee and tea	71-176672 Feb 27, 1923	171164 Jul 31, 1923

¹ Name change not recorded with Patent and Trademark Office, but name change referred to in Amendment to Security Interest, which was recorded.

Mark	Owner	Status	Goods / services	Serial no. Date filed	Reg. No. Date Registered
NO DRIP NO MESS	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	75-452646 Mar 18, 1998	2238879 Apr 13, 1999
PEACE OF MIND, ONE SIP AT A TIME	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	75-427711 Feb 2, 1998	2260013 Jul 6, 1999
PRIVATE ESTATE	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	73-508891 Nov 15, 1984	1335790 May 14, 1985
TETLEY	TETLEY USA INC.? (DE CORP.)	Renewed	Class 30: tea	71-461471 Jun 17, 1943	404408 Nov 23, 1943
TETLEY SPLASH!	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	75-059888 Feb 20, 1996	2090039 Aug 19, 1997
THE TINY LITTLE TEA LEAF TEA	TETLEY USA INC. (DE CORP.)	Registered	Class 30: tea	75-109672 May 24, 1996	2073696 Jun 24, 1997
	TETLEY USA INC. (DE CORP.)	Registered	Class 30: teas	73-368530 Jun 7, 1982	1259571 Nov 29, 1983

II. Trade Names

TETLEY USA INC.

² Change of title records not complete.

III. Domain Names

Domain Name	Registrant
TETLEYUSA.COM	Tetley USA, Inc. (TETLEYUSA-DOM) 100 Commerce Dr Shelton, CT 06484 US (registered with Network Solutions, Inc.)