

FORM PTQ-1594 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Copyright 1994-07 LegalStar  
TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

T-5532

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Rowland Coffee Roasters, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Florida**  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

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

Name: **General Electric Capital Corporation**

Internal Address: **Suite 900**

Street Address: **1100 Abernathy Road**

City: **Atlanta**                      State: **GA**      ZIP: **30328**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is                       Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes  N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other **(see attachment)**

Execution Date: **092101**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
**76254871**

Additional numbers                       Yes  No

B. Trademark Registration No.(s)  
**2467842**  
**2113768**

Yes  No

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

Name: **Stewart L. Gitler**

Internal Address: \_\_\_\_\_

Street Address: **HOFFMAN, WASSON & GITLER, PC**  
**2361 Jefferson Davis Highway, Suite 522**

City: **Arlington**                      State: **VA**      ZIP: **22202**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**08-2455**

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.*

**Stewart L. Gitler**                      *Stewart L. Gitler*                      **10-8-03**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and **7**

Mall documents to be recorded with required cover sheet information to:  
Mall Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 082455 76254871

MRD 9.24.01

09-24-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.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): <b>Rowland Coffee Roasters, Inc.</b>			2. Name and address of receiving party(ies) Name: <b>General Electric Capital Corporation</b> Internal Address: <b>Suite 900</b> Street Address: <b>1100 Abernathy Road</b> City: <b>Atlanta</b> State: <b>GA</b> Zip: <b>30328</b>		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Florida <input type="checkbox"/> Other _____			<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 <b>Delaware</b> <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			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		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			Execution Date: <b>092101</b>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <b>76254871</b>			B. Trademark Registration No.(s) <b>2467842</b> <b>2113768</b>		
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: <b>Deborah Corey</b> Internal Address: <b>King &amp; Spalding</b> <b>TON11 00000006 76254871</b> <b>40.00 BP</b> <b>50.00 BP</b> <b>120.00 BP</b> Street Address: <b>191 Peachtree Street</b> City: <b>Atlanta</b> State: <b>GA</b> Zip: <b>30303</b>			6. Total number of applications and registrations involved: <b>3</b>		
			7. Total fee (37 CFR 3.41)..... <b>\$ 90.00</b> Expedite Fee <b>120.00</b> <input checked="" type="checkbox"/> Enclosed Total Encl. <b>\$210.00</b> <input type="checkbox"/> Authorized to be charged to deposit account		
			B. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
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 of Person Signing: <b>Deborah Corey</b>			Signature: <i>Deborah Corey</i>		Date: <b>09/21/01</b>
Total number of pages including cover sheet, attachments, and documents: <b>5</b>					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20521					

09/25/2001  
01 FC:481  
02 FC:482  
03 FC:484

TRADEMARK  
REEL: 2333 FRAME: 0461

TRADEMARK  
REEL: 002728 FRAME: 0320

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2001, by ROWLAND COFFEE ROASTERS, INC., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof, by and among Grantor, the Persons named therein as Credit Parties, Agent, the Persons signatory thereto from time to time as Lenders and Hamilton Bank, N.A., a national banking association, as Co-Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders have made or are willing to make Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

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REEL: 002728 FRAME: 0321

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to that certain Security Agreement dated as of February 3, 2000, as amended, among the Grantor, the other Credit Parties signatory thereto and the Agent (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF. Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROWLAND COFFEE ROASTERS, INC.

By: *Angel L. Souto*  
Angel L. Souto  
Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: *[Signature]*  
Name: ROBERT S. BANKS  
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA            )  
                                          )        ss.  
COUNTY OF FULTON        )

On this <sup>21<sup>st</sup></sup> day of September, 2001, before me personally appeared Jose Alberto Souto, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ROWLAND COFFEE ROASTERS, INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

*Deborah D. Corey*  
Notary Public {seal}



TRADEMARK  
REEL: 2333 FRAME: 0464

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

*Applications:*

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Product</u>
(Design Only)	76/254871	May 10, 2001	Coffee

*Registrations:*

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
JAVA CABANA	2467842	June 6, 2000	Coffee
CAFFE SIGNORE	2113768	November 18, 1997	Coffee
MEDAGLIA D'ORO	2354484	June 6, 2000	Cocoa

2165446 V1

RECORDED: 09/24/2001

TRADEMARK  
REEL: 2333 FRAME: 0465