



**SCHEDULE A**

**TRADEMARK REGISTRATION NUMBERS:**

1,912,998;  
2,480,331;  
1,962,645;  
1,825,337;  
2489493;  
1838153

## GUARANTOR REAFFIRMATION

THIS GUARANTOR REAFFIRMATION (this "Reaffirmation") is made and dated as of the 10th day of May, 2004, by and among each of the Initial Guarantors (as defined in the Credit Agreement referred to below), and BANK OF THE WEST (the "Lender").

### RECITALS

- A. Pursuant to that certain Credit Agreement dated as of September 3, 2002 by and between DIETRICH COFFEE, INC. (the "Company") and the Lender (as amended to date, the "Existing Credit Agreement"), the Lender agreed to extend credit to the Company on the terms and subject to the conditions set forth therein.
- B. Pursuant to the Existing Credit Agreement, each of the Initial Guarantors executed and delivered to the Lender a Guaranty and a Guarantor Security Agreement (as such terms are defined in the Existing Credit Agreement).
- C. The Company and the Lender have agreed to amend the Existing Credit Agreement in certain respects and, for convenience of reference, to restate the Existing Credit Agreement in its entirety as set forth in that certain Amended and Restated Credit Agreement dated concurrently herewith (as amended, extended, and replaced from time to time, the "Credit Agreement," and with capitalized terms used herein and not otherwise defined used with the meanings given such terms in the Credit Agreement).
- D. In connection with the execution and delivery of the Credit Agreement, Gloria Jean's Gourmet Coffees Corp. ("GJGCC"), one of the Initial Guarantors, has requested that the Lender release from the Lien of the Guarantor Security Agreement executed by it, certain intellectual property consisting of those federally registered trademarks described on Amendment Schedule 1 attached hereto (the "Gloria Jean Trademarks") and the Lender has agreed to do so.
- E. As a condition precedent to the agreement of the Lender to enter into the Credit Agreement and to continue to extend credit to the Company thereunder and to release its Lien on the Gloria Jean Trademarks, each of the Initial Guarantors is required to execute and deliver to the Lender this Reaffirmation.

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. Reaffirmation.

(a) Each of the Initial Guarantors and the Company hereby affirm and agree that the execution and delivery by the Company of the Credit Amendment and the performance by the Company of its obligations under the Credit Agreement shall not in any way modify, impair, invalidate or otherwise affect: (1) any of the obligations of such Initial Guarantor or the rights of the Lenders under the Guaranty of such Initial Guarantor, (2) any of the obligations of such Initial Guarantor or the Company or the rights of the Lenders under the Guarantor Security Agreement of such Initial Guarantor (except, in the case of GJGCC, as expressly provided in Paragraph 2 below), or (3) any of the obligations of such Initial Guarantor or the rights of the

Administrative Agent and the Lenders under any other document or instrument made or given by the Initial Guarantor in connection with any of the foregoing;

(b) Each of the Initial Guarantors hereby affirms and agrees that the terms: (1) "Guaranteed Obligations" as used in the Guaranty of such Initial Guarantor, and (2) "Secured Obligations" as used in the Guarantor Security Agreement of such Guarantor include, without limitation, the Obligations of the Company under the Credit Agreement;

(c) Each of the Initial Guarantors hereby affirms and agrees that its Guaranty remains in full force and effect and constitutes an absolute and unconditional guaranty of the Obligations of the Company, enforceable in accordance with its terms; and

(d) Each of the Initial Guarantors hereby affirms and agrees that the Guarantor Security Agreement executed by it remains in full force and effect and that the Lien in favor of the Lender created pursuant to such Guarantor Security Agreement is and remains a perfected security interest with a priority no less than the priority of the Lien securing the "Obligations" of the Company under (and as defined in) the Existing Credit Agreement.

2. Amendment of GJGCC Guarantor Security Agreement. To reflect the agreement of the Lender to release its Lien on the Gloria Jean Trademarks, effective as of the Effective Date:

(a) Paragraph 4(f) to the Guarantor Security Agreement executed by GJGCC is hereby amended to read in its entirety as follows:

"(f) All of the trademarks of the Company registered or applied to be registered with the United States Patent and Trademark Office as of May 10, 2004, other than trademarks relating to "Gloria Jean" and the operation of the Gloria Jean business are set forth on Schedule 3 hereto."

(b) The definition of "Trademark Collateral" set forth in Paragraph 16 of the Guarantor Security Agreement executed by GJGCC is hereby amended to add the following language at the end of such definition:

"Notwithstanding anything contained herein, from and after May 10, 2004 the term "Trademark Collateral" shall not include any trademarks relating to "Gloria Jean" or the operation of the Gloria Jean business owned by the Company on such date."

(c) Schedule 3 to the Guarantor Security Agreement executed by GJGCC is amended and replaced by Replacement Schedule 3 attached hereto and said Replacement Schedule 3 shall constitute the "Schedule 3" referred to in said Guarantor Security Agreement for all purposes.

(d) Such release is without recourse to or representation, express or implied, by the Lender. Following the Effective Date, the Lender agrees to execute and deliver to GJGCC upon request, but at no cost or expense to the Lender, such documents, instruments and agreements as GJGCC may reasonably request to evidence such release.

3. Counterparts. This Reaffirmation may be executed in counterparts, all of which taken together shall constitute one and the same agreement.

4. Representations and Warranties. Each of the Initial Guarantors and the Company hereby represents and warrants to the Lender that:

(a) Such Person has reviewed and approved the Credit Agreement and the other Loan Documents;

(b) Such Person has the corporate power and authority and the legal right to execute, deliver and perform this Reaffirmation and has taken all necessary corporate action to authorize the execution, delivery and performance of it;

(c) This Reaffirmation has been duly executed and delivered on behalf of such Person and constitutes a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and the effect of equitable principles whether applied in an action at law or a suit in equity; and

(d) No consent, approval, authorization of, or registration, declaration or filing with any Governmental Authority is required on the part of such Person in connection with the execution and delivery of this Reaffirmation or the performance of or compliance with the terms, provisions and conditions hereof or thereof.

[Signature pages following]

IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation to be executed as of the day and year first above written.

BANK OF THE WEST, as the Lender

By: [Signature]  
Bruce Young, Vice President

COFFEE PEOPLE WORLDWIDE, INC.,  
as an Initial Guarantor

By: [Signature]  
Name: M. A. LYNCH  
Title: CFO

COFFEE PEOPLE, INC.,  
as an Initial Guarantor

By: [Signature]  
Name: M. A. LYNCH  
Title: CFO

GLORIA JEAN'S, INC.,  
as an Initial Guarantor

By: [Signature]  
Name: M. A. LYNCH  
Title: CFO

EDGLO ENTERPRISES, INC.,  
as an Initial Guarantor

By: [Signature]  
Name: M. A. LYNCH  
Title: CFO

GLORIA JEAN'S GOURMET COFFEES CORP.,  
as an Initial Guarantor

By: [Signature]  
Name: M. A. Lynett  
Title: CFO

GLORIA JEAN'S GOURMET COFFEES  
FRANCHISING CORP., as an Initial Guarantor

By: [Signature]  
Name: M. A. Lynett  
Title: CFO

ACKNOWLEDGED AND AGREED TO:

DIEDRICH COFFEE, INC.

By: [Signature]  
Name: M. A. Lynett  
Title: SVP/CFO

AMENDMENT SCHEDULE 1**SCHEDULE OF GLORIA JEAN TRADEMARKS**

Registration Number	Issue Date	Trademark Name
1,703,976	07/28/92	GLORIA JEAN'S
1,362,248	09/24/85	GLORIA JEAN'S
1,576,977	01/09/90	GLORIA JEAN'S and Design
1,577,971	01/16/90	GLORIA JEAN'S and Design
1,366,020	10/15/85	GLORIA JEAN'S COFFEE BEAN
1,577,970	01/16/90	GLORIA JEAN'S COFFEE BEAN and Design
1,578,273	01/16/90	GLORIA JEAN'S COFFEE BEAN and Design
2,208,443	12/08/98	GLORIA JEAN'S COFFEES and Design
1,912,998	08/22/95	GLORIA JEAN'S GOURMET COFFEES
2,480,331	08/21/01	GLORIA JEAN'S COFFEES and Design
1,962,645	03/19/96	GLORIA JEAN'S GOURMET COFFEES and Design
Ap. No. 76/351854	Pending	CONDESA DE COSTA RICA
Ap. No. 76/105590	Pending	GLORIES FOUNTAIN CAFÉ
1,825,337	03/08/94	GREAT BEANS, GREAT COFFEE
Ap. No. 76/399630	Pending	IT'S ALL ABOUT BEANS
2489493	09/11/01	MOCHA TRUFFLE
Ap. No. 76/432444	Pending	ROASTO DELICATO
Ap. No. 76/399631	Pending	YOU CAN'T BAG A BETTER BEAN
Ap. No. 76/399629	Pending	YOU CAN'T BREW A BETTER BEAN
1838153	05/31/94	America's Largest Purveyor of Fine Coffees



REPLACEMENT SCHEDULE 3

**Schedule of Trademarks  
(as of May 10, 2004)**

**NONE**