



102786832

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

Arabica Funding, Inc.

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Delaware
- Other

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: June 29, 2004

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

Name: Fleet National Bank
 Internal Address: _____
 Street Address: 100 Federal Street
 City: Boston State MA ZIP 02110

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation must be a separate document from assignment. Additional name(s) & address(es) attached? yes no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

See Schedule I attached

B. Trademark Registration No(s)

See Schedule I attached

Additional numbers attached? Yes No

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

Name: Judy Radoccia
 Internal Address: Edwards & Angell, LLP
 Street Address: 101 Federal Street
 City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

29

7. Total fee (37 CFR 3.41)..... \$740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

July 8, 2004
Date

Total number of pages including cover sheet, attachments, and document 14

07/09/2004 10:11:59 AM 00000171 76349007

01 FC:8521
02 FC:8522

Documents to be recorded with required cover sheet information to:
700.00 Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Arabica Funding, Inc.-Owned U.S. Federal Trademark Registrations

Trademark	Int'l Class	Filing Date/ Reg. Date	Ser. No./ Reg. No.
'BOU BUCKS	42	12/12/2001/ 9/17/2002	76/349,007/ 2,621,237
CARAMEL HIGH RISE	30	6/27/2002/ 4/1/2003	76/425,239/ 2,702,490
CARIBOU COFFEE	21	4/16/2001/ 4/23/2002	76/241,270/ 2,563,579
CARIBOU COFFEE	30, 32	4/16/2001/ 8/20/2002	76/241,266/ 2,609,319
CARIBOU COFFEE	35	4/16/2001/ 4/8/2003	76/241,264/ 2,703,741
CARIBOU COFFEE	42	12/4/1992/ 6/7/1994	74/336,835/ 1,839,091
CARIBOU COFFEE & Leaping Caribou Design (Top Angle)	21	4/17/2001/ 2/19/2002	76/243,004/ 2,540,265
CARIBOU COFFEE & Leaping Caribou Design (Shaded Top Flat)	30, 32	4/18/2001/ 8/20/2002	76/242,587/ 2,609,338
CARIBOU COFFEE & Leaping Caribou Design (Middle Flat)	35	4/17/2001/ 4/8/2003	76/243,006/ 2,703,747
CARIBOU COFFEE & Leaping Caribou Design (Top Angle)	42	7/26/1993 6/21/1994	74/417,248/ 1,841,047
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Design of Leaping Caribou	21	4/16/2001/ 2/5/2002	76/241,269/ 2,536,350
Design of Leaping Caribou	25	4/16/2001/ 2/26/2002	76/241,268/ 2,552,455

Trademark	Int'l Class	Filing Date/ Reg. Date	Ser. No./ Reg. No.
		3/26/2002	2,552,455
Design of Leaping Caribou	30, 32	4/16/2001/ 8/20/2002	76/241,271/ 2,609,320
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LIFE IS SHORT. STAY AWAKE FOR IT.	25	10/23/1995/ 9/10/1996	75/013,632/ 2,000,062
LIFE IS SHORT. STAY AWAKE FOR IT.	42	10/23/1995/ 10/15/1996	75/013,633/ 2,008,379
LITE WHITE BERRY	30	6/27/2002/ 4/1/2003	76/425,235/ 2,702,488
MINT CONDITION	30	6/27/2002/ 4/1/2003	76/425,232/ 2,702,487
REINDEER BLEND	30	12/12/2001/ 9/24/2002	76/348,602/ 2,624,819
REINDEER NIBBLERS	30	4/17/2001/ 4/6/2004	76/243,005/ 2,828,908

Arabica Funding, Inc.-Owned Pending U.S. Federal Trademark Applications

Trademark	Int'l Class	Filing Date	Ser. No.
CARIBOU CARD	36	3/8/2004	78/380,483
LIFE IS SHORT. STAY AWAKE FOR IT.	30	5/26/2004	78/425,658
PERENNIAL SPRING BLEND	30	6/10/2003	76/523,398
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	30	1/12/2004	78/350,791

Trademark	Int'l Class	Filing Date	Ser. No.
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	35	1/12/2004	78/350,798
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	43	1/12/2004	78/350,784

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 2004 is made between ARABICA FUNDING, INC., a Delaware corporation (the "Grantor"), and Fleet National Bank, as administrative agent under the Credit Agreement (as defined below) (together with its successor(s) thereto in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent are parties to a Credit Agreement, dated as of June 29, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of June 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Grantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Lenders, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other

country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

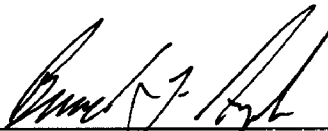
Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARABICA FUNDING, INC.

By: 
Name: Bernard J. Angelo
Title: Vice President

FLEET NATIONAL BANK

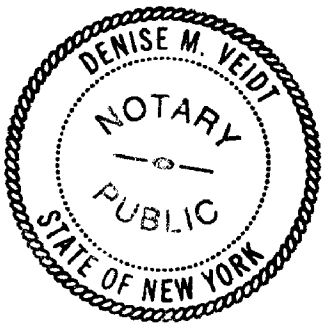
By: _____
Name:
Title:

STATE OF NEW YORK)

SS.:

COUNTY OF SUFFOLK)

On this 15th day of June, 2004, before me personally came Bernard J. Angelo, to me known, who, being duly sworn, did depose and say that he is a Vice President of the Secured Party which executed the within instrument; and that he signed his name thereto by authority of the board of directors of the Secured Party.



Denise M. Veidt
Notary Public

DENISE M. VEIDT
Notary Public, State of New York
No. 01VE6096171
Qualified in Suffolk County
Commission Expires July 28, 2007

BORROWER SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 003004 FRAME: 0615

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARABICA FUNDING, INC.

By: _____
Name:
Title:

FLEET NATIONAL BANK,
as Administrative Agent

By: Alexandra Burke
Name: Alexandra Burke
Title: Director

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 003004 FRAME: 0616

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Item B. Trademark Licenses

Pursuant to that certain Amended and Restated Lease and License Financing and Purchase Option Agreement, dated as of April 25, 2001, and that certain Second Amended and Restated Lease and License Financing and Purchase Option Agreement, dated as of the date hereof, Grantor has granted a license to Company to all of its trademarks. Company has granted licenses to film production companies for use of the store locations which display trademarks and service marks as incidental set dressing in movies. Company has a 1993 joint venture agreement with Bookcase, Inc., a bookstore in Wayzata, Minnesota, pursuant to which Company licenses its trademarks to the joint venture to operate a retail store within the bookstore. Company formed a joint venture with Francicorp, Inc. called Caribou MSP Airport to operate retail stores at Minneapolis-St. Paul International Airport and has a March 29, 1995 license agreement in place licensing Caribou MSP Airport its trademarks and trade secrets. On May 21, 2004, Company entered into an agreement with Airport 2000 Concessions, LLC to operate several retail stores at the Baltimore-Washington International Airport and licensed its trademarks and trade secrets as part of that agreement.