

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	Amendment to previously filed trademark security agreement adding trademark collateral																		
<b>CONVEYING PARTY DATA</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Rowland Coffee Roasters, Inc.</td> <td></td> <td>04/01/2005</td> <td>CORPORATION: FLORIDA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Rowland Coffee Roasters, Inc.		04/01/2005	CORPORATION: FLORIDA											
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Rowland Coffee Roasters, Inc.		04/01/2005	CORPORATION: FLORIDA																
<b>RECEIVING PARTY DATA</b>																			
Name:	General Electric Capital Corporation																		
Street Address:	1100 Abernathy Road																		
Internal Address:	Suite 900																		
City:	Atlanta																		
State/Country:	GEORGIA																		
Postal Code:	30328																		
Entity Type:	CORPORATION: DELAWARE																		
<b>PROPERTY NUMBERS Total: 5</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Serial Number:</td> <td>76553748</td> <td>ESPRESSO SHOT</td> </tr> <tr> <td>Registration Number:</td> <td>1656167</td> <td>MOKA D'ORO</td> </tr> <tr> <td>Registration Number:</td> <td>2231390</td> <td>LA CREMOKA</td> </tr> <tr> <td>Registration Number:</td> <td>1736846</td> <td></td> </tr> <tr> <td>Registration Number:</td> <td>1192060</td> <td>LA CREMOKA</td> </tr> </table>	Property Type	Number	Word Mark	Serial Number:	76553748	ESPRESSO SHOT	Registration Number:	1656167	MOKA D'ORO	Registration Number:	2231390	LA CREMOKA	Registration Number:	1736846		Registration Number:	1192060	LA CREMOKA	
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<b>CORRESPONDENCE DATA</b>																			
Fax Number:	(404)572-5149																		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																			
Phone:	4045722590																		
Email:	trichardson@kslaw.com																		
Correspondent Name:	Tawny Richardson																		
Address Line 1:	191 Peachtree Street																		
Address Line 4:	Atlanta, GEORGIA 30303																		

CH \$140.00 76553748

**900023490**

**TRADEMARK**  
**REEL: 003070 FRAME: 0854**

NAME OF SUBMITTER:	Tawny Richardson
Signature:	/s/TawnyRichardson
Date:	04/21/2005
<b>Total Attachments: 5</b> source=Rowland Amd TM Agreement pdf#page1.tif source=Rowland Amd TM Agreement pdf#page2.tif source=Rowland Amd TM Agreement pdf#page3.tif source=Rowland Amd TM Agreement pdf#page4.tif source=Rowland Amd TM Agreement pdf#page5.tif	

**EXECUTION VERSION**

**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "Amendment"), dated as of April   , 2005, executed by ROWLAND COFFEE ROASTERS, INC., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, on its behalf as agent ("Agent") for the lenders ("Lenders") from time to time party to that certain Second Amended and Restated Credit Agreement, dated as of February 28, 2003 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") among Grantor, the Lenders and the Agent. Capitalized terms used in this Amendment shall have the meanings set forth in the Credit Agreement unless specifically defined herein.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations in favor of Grantor;

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral, including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquire rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations;

WHEREAS, Grantor has entered into a Trademark Security Agreement with the Agent, dated as of September 21, 2001, recorded in the United States Patent and Trademark Office on September 24, 2001 on Reel 002333, Frame 0461 (as amended and in effect on the date hereof, the "Trademark Security Agreement"); and

WHEREAS, Agent, Lenders, and Grantor wish to amend the Trademark Security Agreement on the terms more fully set forth herein;

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

1. Amendments to Trademark Security Agreement. Effective as of the date hereof, the Trademark Security Agreement is hereby amended by adding the Trademark Collateral (as defined in the Trademark Security Agreement) set forth on Schedule I attached hereto to Schedule I of the Trademark Security Agreement.

2. Security Agreement. The security interests granted pursuant to the Trademark Security Agreement, as amended by this Amendment, are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to 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 by the Trademark Security Agreement, as amended by this Amendment, 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.

3. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Trademark Security Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Trademark Security Agreement.

4. Entire Agreement. This Amendment and the Trademark Security Agreement, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts and may be delivered by telecopier. Each counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed under seal by its duly authorized officers as of the date first above written.

ROWLAND COFFEE ROASTERS, INC.

By: *José Puerto*  
Name: *José A. Puerto*  
Title: *President*

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF *Florida* )  
COUNTY OF *Dade* ) ss.

On this *1st* day of April, 2005 before me personally appeared *José A. Puerto*, 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 authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]



[SIGNATURE PAGE TO FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed under seal by its duly authorized officers as of the date first above written.

ROWLAND COFFEE ROASTERS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: Curtis J. Correa  
Name: CURTIS J. CORREA  
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of April, 2005 before me personally appeared \_\_\_\_\_, 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 authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

[SIGNATURE PAGE TO FIRST AMENDMENT TO  
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**SCHEDULE I**

**Trademark Collateral**

REGISTERED U.S. TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MOKA D'ORO	1,656,167	9/10/1991
LA CREMOKA	2,231,390	2/25/1997
Misc. design logo	1,736,846	12/01/1992
LA CREMOKA	1,192,060	3/16/1982

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ESPRESSO SHOT	76/553748	3/28/2005