

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rider to General Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Colony Coffee and Tea Company		04/29/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Keltic Financial Partners, LP
Street Address:	555 Theodore Fremd Avenue
Internal Address:	Suite C-207
City:	Rye
State/Country:	NEW YORK
Postal Code:	10580
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1535986	AMERICAN GOURMET
Registration Number:	1615925	BENCHELEY
Registration Number:	1537843	CAFE NOISETTE
Registration Number:	1522811	CAFE SOMBRERO
Registration Number:	1589181	CAFFE' BELLISSIMO
Registration Number:	2677606	CHRISTMAS CHEER
Registration Number:	1399739	COFFEES SO RARE THEY GROW NOWHERE ON EARTH
Registration Number:	1192242	FIRST COLONY
Registration Number:	270038	
Registration Number:	1890643	FIRST COLONY COFFEE HOUSE
Registration Number:	1487022	GILLS
Registration Number:	836378	G GILLS HOTEL SPECIAL
Registration Number:	920812	GOLDEN BLEND

CH \$415.00 1535986

Registration Number:	1074689	HOTEL SPECIAL
Registration Number:	2591445	PRO'S CHOICE
Registration Number:	1294758	WATER ST.

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-564-8051
Email: kgibson@stradley.com
Correspondent Name: Christopher Rosenbleeth, Esquire
Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

NAME OF SUBMITTER:	Christopher W. Rosenbleeth, Esquire
Signature:	/s/cwr
Date:	05/04/2005

Total Attachments: 6
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Rider to General Security Agreement – Trademarks

THIS RIDER TO GENERAL SECURITY AGREEMENT (“Rider”) is executed as of this 29th day of April, 2005, by and between **FIRST COLONY COFFEE AND TEA COMPANY (“Grantor”)**, with an address at 204 W. 22nd Street, Norfolk, Virginia 23517, and **KELTIC FINANCIAL PARTNERS, LP (the “Lender”)**, with an address at 555 Theodore Fremd Avenue, Suite C-207, Rye, New York 10580. This Rider is incorporated into and made part of that certain General Security Agreement (“**Security Agreement**”) between the Grantor and the Lender dated contemporaneously herewith, and also into certain other financing documents and security agreements executed by and between the Grantor and the Lender (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the registered trademarks, service marks and trade names listed on Schedule “A” attached hereto and made part hereof (collectively, the “**Trademarks**”).

The Lender desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Lender, and the Lender desires to have its security interest in the Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Lender in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products or services leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Lender immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Verification of Quality Control. The Grantor hereby grants to the Lender and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with paragraph 2(f).

4. Covenants. The Grantor further covenants to the Lender that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Lender's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Lender prompt written notice thereof along with an amended Schedule A.

5. Exclusive Use of the Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Lender that an Event of Default has occurred under the Loan Documents and that the Lender has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Lender. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Lender in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, the Grantor does not own any trademark registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than the Trademarks.

8. Remedies Upon Default.

(a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

9. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. Inconsistent with Security Agreement. All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference without limitation.

11. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents or as otherwise provided in the Security Agreements, the Lender shall execute and deliver to the Grantor all documents necessary to terminate the security interest of the Lender in the Trademarks.

12. Prosecution of Trademark Applications.

(a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks as determined necessary by Grantor to protect the Trademarks and avoid the occurrence of a Material Adverse Effect (as defined in the Loan Documents) with respect to Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark registered in the United States without the written consent of the Lender.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lender in the fulfillment of the provisions of this paragraph.

13. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Lender.

14. Lender's Rights. The Lender may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Lender, the Trademarks, or the right, title and interest granted the Lender herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Lender to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

15. Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Grantor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the

foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

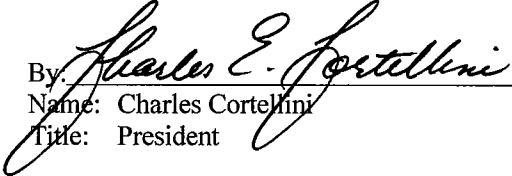
16. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lender's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

17. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

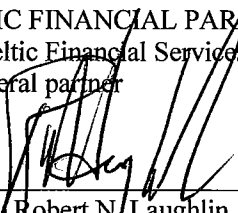
18. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

FIRST COLONY COFFEE AND TEA COMPANY

By: 
Name: Charles Cortellini
Title: President

KELTIC FINANCIAL PARTNERS, LP
By: Keltic Financial Services LLC,
its general partner

By: 
Name: Robert N. Laughlin
Title: Managing Partner

STATE OF Virginia
COUNTY OF Norfolk

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)
) SS:

On this, the 28th day of April, 2005, before me, a Notary Public, the undersigned officer, personally appeared Charles Cortellini, who acknowledged himself to be the President of First Colony Coffee and Tea Company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument, effective as of April 29, 2005, for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rioana Bunny
Notary Public
My commission expires: 12-31-07



STATE OF New York
COUNTY OF Westchester

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) SS:

On this, the 29th day of April, 2005, before me, a Notary Public, the undersigned officer, personally appeared Robert N. Laughlin, who acknowledged himself to be a Managing Partner of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument, effective as of April 29, 2005, for the purposes therein contained by signing on behalf of said entities as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen E. Terhune
Notary Public
My commission expires: Aug. 31, 2006

KAREN E. TERHUNE
Notary Public, State of New York
No. 60-4728495
Qualified in Westchester County
Commission Expires Aug. 31, 2006

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>APP. OR REG. NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR RENEWAL DATE</u>
American Gourmet	1535986	United States	4/21/1999
Bencheley	1615925	United States	10/4/2000
Café Noisette	1537843	United States	5/5/1999
Café Sombrero	1522811	United States	2/3/1999
Caffé Bellissimo	1589181	United States	3/29/2000
Christmas Cheer	2677606	United States	1/14/2003
Coffees So Rare They Grow Nowhere on Earth	1399739	United States	7/3/1996
First Colony	1192242	United States	3/19/2002
First Colony Canada	270038	Canada	6/14/2002
First Colony Coffee House	1890643	United States	4/21/1995
GILLS	1487022	United States	5/6/1995
Gills Hotel Special	836378	United States	10/5/1997
Golden Blend	920812	United States	9/23/2001
Hotel Special	1074689	United States	10/6/1997
Pro's Choice	2591445	United States	7/11/2002
Water Street	1294758	United States	9/13/2004