

11-30-2004



To the Honorable Commissioner of Patents

original documents or copy thereof.
receiving party(ies):

102891173

1. Name of conveying party(ies):
Eight O'Clock Coffee Company

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

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

Name: Blackstone Mezzanine Advisors, L.P.
Street Address: 345 Park Avenue, 29th Floor
City: New York State: New York ZIP: 10154

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
x Other Noteholders' Representative

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: November 19, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/425425

Additional numbers attached? Yes No

Trademark Registration No.(s)
1409722
2695574
1409723

CONFIRMANCE
11/23/04

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Matthew Bart
Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
(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.

Matthew Bart Matthew Bart November 23, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

11/23/2004 MCTACHE 00000065 76425425

**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of November 19, 2004, and is entered into by **EIGHT O'CLOCK COFFEE COMPANY**, a Delaware corporation, having its chief executive office at 3 Paragon Drive Montvale, New Jersey 07645 (the "*Assignor*"), in favor of Blackstone Mezzanine Advisors, L. P., having a representative office at 345 Park Avenue, 29th Floor New York, NY 10154, in its capacity as the Noteholders' Representative on behalf and for the benefit of the Secured Parties (in such capacity, the "*Assignee*"), as each term is defined in the Second-Lien Note Purchase Agreement (as defined below).

WHEREAS, pursuant to that Second-Lien Note Purchase Agreement dated as of November 19, 2004 (as the same may be amended, modified, supplemented or restated from time to time, the "*Second-Lien Note Purchase Agreement*"), by and among Eight O'Clock Coffee Company, a Delaware corporation (the "*Borrower*"), as borrower, Eight O'Clock Holdings, Inc., a Delaware corporation ("*Holdings*"), as parent guarantor, the Noteholders named therein, and the Assignee, not in its individual capacity but in its separate capacity as the Noteholders' Representative on behalf of and for the benefit of the Secured Parties, the Secured Parties have agreed to purchase Notes from the Borrower in the amounts and manner set forth in the Second-Lien Note Purchase Agreement and the other Note Documents (collectively, the "*Credit*").

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 19, 2004 (the "*Security Agreement*"), in favor of the Noteholders' Representative on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "*Collateral*," as defined in the Security Agreement.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Borrower, but only upon the condition, among others, that the Assignor shall grant a security interest in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "Secured Obligations" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Second-Lien Note Purchase Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured

Obligations and in order to induce the Noteholders' Representative and the Secured parties to enter into the Second-Lien Note Purchase Agreement and the other Note Documents and to make, extend and maintain the Credit to and for the benefit of the Borrower upon the terms and subject to the conditions thereof, Assignor hereby creates and grants to the Noteholders' Representative, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedules A* and *B* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Noteholders' Representative with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

EIGHT O'CLOCK COFFEE COMPANY,
a Delaware corporation

By: _____

Printed Name: Paul K. Lawer

Title:

Chief Financial Officer

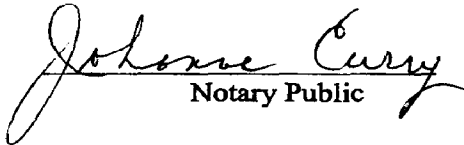
[SIGNATURE PAGE TO TRADEMARKS GRANT]

TRADEMARK
REEL: 003084 FRAME: 0080

STATE OF New Jersey)
COUNTY OF Bergen) ss:

On this 12th day of November, 2004, before me personally came PAUL K.

LAWER who, being by me duly sworn, did state as follows: that ~~he~~ is the CHIEF
FINANCIAL OFFICER of EIGHT O'CLOCK COFFEE COMPANY, that ~~he~~ is authorized to execute
the foregoing Grant on behalf of said corporation and that ~~he~~ did so by authority of the [Board
of Directors] of said corporation.


Notary Public

JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005

[SIGNATURE PAGE TO TRADEMARKS GRANT]

TRADEMARK
REEL: 003084 FRAME: 0081

ASSIGNEE:

BLACKSTONE MEZZANINE ADVISORS, L.P.,
as the Noteholders' Representative

By: BMEZ Advisors L.L.C., its General Partner

By: 

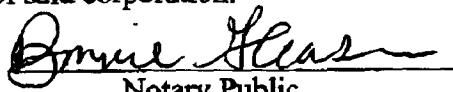
Name: Salvatore Gentile

Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARKS GRAN1]

STATE OF New York
COUNTY OF New York) SS:

On this 14th day of November, 2004, before me personally came Salvatore Gentile who, being by me duly sworn, did state as follows: that he is Senior Managing Director of BMEZ Advisors L.L.C., General Partner of BLACKSTONE MEZZANINE ADVISORS, L.P. and that he is authorized to execute the foregoing Grant on behalf of said corporation.


Notary Public
BONNIE GLEASON
NOTARY PUBLIC, State of New York
No. 01GL6088705
Qualified in New York County
Commission Expires March 17, 2007

[SIGNATURE PAGE TO TRADEMARKS GRANT]

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
1,409,722	Eight O'Clock	09/16/1986
2,695,574	Eight O'Clock Coffee Royale	03/11/2003
1,409,723	Bokar	09/16/1986

SCHEDULE B

PENDING U.S. TRADEMARKS

SERIAL No.	MARK	APPLICATION DATE
76/425425(app)	Eight O'Clock	06/27/2002