

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EIGHT O'CLOCK COFFEE COMPANY		11/14/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BNP Paribas as Administrative Agent on behalf and for the benefit of the Secured Parties
Street Address:	One Front Street
Internal Address:	23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111-5325
Entity Type:	National Bank: FRANCE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1409722	EIGHT O'CLOCK
Registration Number:	1409723	BOKAR
Registration Number:	2695574	EIGHT O'CLOCK COFFEE ROYALE
Registration Number:	2931238	EIGHT O'CLOCK

**CORRESPONDENCE DATA**

Fax Number: (415)393-2286  
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CH \$115.00 1409722

ATTORNEY DOCKET NUMBER:	3001036/000316316 LIEN2
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	11/15/2005

**Total Attachments: 6**

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

**THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES)** is dated as of November 14, 2005, and is entered into by EIGHT O' CLOCK COFFEE COMPANY, a Delaware corporation having its chief executive office at 3 Paragon Drive, Montvale, NJ, 07845 (the "*Assignor*"), in favor of BNP Paribas, having a representative office at One Front Street, 23<sup>rd</sup> Floor, San Francisco, CA 94111-5325, 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), and amends and restates and replaces and supersedes in its entirety that Grant of Security Interest (Trademarks, Service Marks and Trade Names) dated as of November 21, 2003, as amended, modified or supplemented from time to time through and including the date immediately preceding the Closing Date, by the Borrower and Holdings in favor of the Noteholders' Representative, recorded with the U.S. Patent and Trademark Office on December 17, 2003.

**WHEREAS**, pursuant to that Amended and Restated Second-Lien Note Purchase Agreement dated as of November 14, 2005 (as the same may be amended, modified, supplemented or restated from time to time, the "*Second-Lien Note Purchase Agreement*"), by and among the Assignor, 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 an Amended and Restated Security Agreement dated as of November 14, 2005 (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.

**Governing Law.** IN ACCORDANCE WITH SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE NOTE DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

IN WITNESS WHEREOF, each of the parties has caused this Amended and Restated 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 LAWER

Title: CHIEF FINANCIAL OFFICER

**ASSIGNEE:**

**BNP PARIBAS**, as the Noteholders' Representative

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Grant of Security Interest - U.S. PTO (Second Lien)]

IN WITNESS WHEREOF, each of the parties has caused this Amended and Restated 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: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**BNP PARIBAS**, as the Noteholders' Representative

By:     *Susan Bowes*    

Printed Name:     Susan Bowes    

Title:     Director    

By:     *Richard Cohen*    

Printed Name:     Richard Cohen    

Title:     V.P.    

[Signature Page to Grant of Security Interest - U.S. PTO (Second Lien)]

**SCHEDULE A**  
**U.S. TRADEMARKS**

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>
1,409,722	EIGHT O'CLOCK	September 16, 1986
2,695,574	EIGHT O'CLOCK COFFEE ROYALE	March 11, 2003
1,409,723	BOKAR	September 16, 1986
2,931,238	EIGHT O'CLOCK	March 8, 2005

