

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Country Coffee Company, Inc. dba Distant Lands Coffee Roaster		01/11/2006	CORPORATION: TEXAS
La Minita Corp.		01/11/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Allied Capital Corporation
<b>Street Address:</b>	520 Madison Avenue
<b>Internal Address:</b>	27th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10023
<b>Entity Type:</b>	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2363898	DISTANT LANDS COFFEE ROASTER
Registration Number:	2359485	DISTANT LANDS COFFEE ROASTER
Registration Number:	2819280	DISCOVERY COLLECTION
Registration Number:	2946874	
Registration Number:	1747312	COUNTRY COFFEE COMPANY
Registration Number:	1748738	COUNTRY COFFEE COMPANY
Registration Number:	3028300	LA MINITA TARRAZU
Serial Number:	78654834	NUTTICHILLA
Serial Number:	78654827	VANILLACHILLA
Serial Number:	78518767	CAPPACHILLA
Serial Number:	78518745	MOCHACHILLA
Serial Number:	78772248	MADE IN THE SHADE

CH \$315.00 2363898

**TRADEMARK**

CORRESPONDENCE DATA

Fax Number: (212)836-8026  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 836-7319  
Email: psomelofske@kayescholer.com  
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP  
Address Line 1: 425 Park Avenue  
Address Line 2: Station 14-B  
Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	01/12/2006

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of January 12, 2006 (this "Trademark Security Agreement"), is entered into by and among each of the signatories hereto (referred to herein individually, as "Grantor" and collectively, as "Grantors"), in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation, as Lender (the "Lender") and in its capacity as Collateral Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

### RECITALS

A. The capitalized terms used in this Trademark Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain Senior Secured Loan Agreement, dated as of January 12, 2006 (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), by and among the Secured Party and Country Coffee Company, Inc., a Texas corporation d/b/a Distant Lands Coffee Roaster, and La Minita Corp., a Delaware corporation (each, a "Borrower" and collectively, the "Borrowers"), pursuant to which, among other things, the Lender has agreed to make loans or otherwise to extend credit to the Borrowers upon the terms and subject to the conditions specified in the Loan Agreement.

C. Pursuant to that certain Security and Pledge Agreement, dated as of January 12, 2006, among the Grantors and the Secured Party (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), each Grantor has granted to the Secured Party as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral, including without limitation the Trademarks, the Trademark Licenses and related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth in Schedule "A" attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm each Grantor's grant to the Secured Party of a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Each Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from such Grantor, a continuing security interest in, and mortgage on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in

Schedule "A" attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

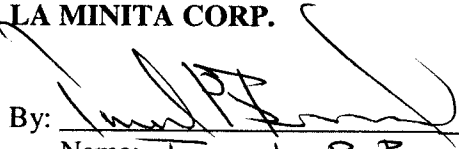
**7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

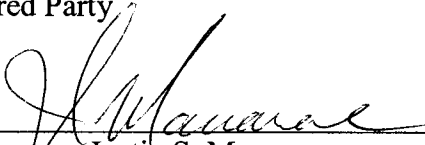
**GRANTORS:**

**COUNTRY COFFEE COMPANY, INC.  
LA MINITA CORP.**

By:   
Name: Timothy P. Broussard  
Title: CFO

**ACCEPTED:**

**ALLIED CAPITAL CORPORATION, as  
Secured Party**

By:   
Name: Justin S. Maccarone  
Title: Managing Director

## SCHEDULE A

### Trademark Collateral

Grantor	Trademark or Service Mark	Date Granted	Registration Number and Jurisdiction
Country Coffee Company, Inc.	Distant Lands Coffee Roaster and design	7/4/00	2,363,898, U.S.A.
Country Coffee Company, Inc.	Distant Lands Coffee Roaster	6/20/00	2,359,485, U.S.A.
Country Coffee Company, Inc.	Discovery Collection	3/2/04	2,819,280, U.S.A.
Country Coffee Company, Inc.	design	5/3/05	2,946,874, U.S.A.
Country Coffee Company, Inc.	Country Coffee Company and design	1/19/93	1,747,312, U.S.A.
Country Coffee Company, Inc.	Country Coffee Company	1/26/93	1,748,738, U.S.A.
La Minita Corp.	La Minita Tarazzu	12/13/05	3,028,300, U.S.A.

Grantor (Licensor / Licensee)	Trademark License (Title/Agreement/Subject Matter)	Date Granted	Registration Number and Jurisdiction
Country Coffee Company, Inc.	None		
La Minita Corp.	None		

Grantor	Trademark or Service Mark Application	Date Filed	Application Number and Jurisdiction
Country Coffee Company, Inc.	Made in the Shade	12/13/05	78-772,248, U.S.A.
Country Coffee Company, Inc.	Nuttichilla	6/21/05	78-654,834, U.S.A.
Country Coffee Company, Inc.	Vanillachilla	6/21/05	78-654,827, U.S.A.
Country Coffee Company, Inc.	Cappachilla	11/17/04	78-518,767, U.S.A.
Country Coffee Company, Inc.	Mochachilla	11/17/04	78-518,745, U.S.A.