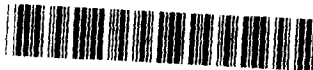


12-28-2005

FORM PTO-1594

RECO



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U.S. DEPARTMENT OF COMMERCE

(Rev. 10-02)

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks 103145148

and original documents or copy thereof.

1. Name of conveying party(ies):

Limerick Tea & Coffee USA, L.P.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: December 8, 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/565,687

Additional Numbers attached? Yes No

2. Name and address of receiving party(ies):

Name: The Bank of Nova Scotia

Internal Address: 4th Floor

West Commercial Banking Centre

Street Address: 2 Robert Speck Parkway

City: Mississauga State: Ontario ZIP: L4Z 1H8

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Canadian Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) and address(es) attached? Yes No

B. Trademark Registration No.(s)

2,816,720; 2,790,993; 2,790,992; 2,262,833;
1,962,251; 1,942,358; 1,786,926; 1,702,604;
1,099,724; 1,022,786; 857,598; 745,209; 720,419;
583,889; 74,002

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David L. Principe

Hodgson Russ LLP

Internal Address: Intellectual Property Law Section

Street Address: One M&T Plaza, Suite 2000

City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and registrations involved: / 16 /

7. Total fee (37 CFR 3.41)..... \$415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(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.

David L. Principe
Name of Person Signing

Signature

December 21, 2005
Date

Total number of pages including cover sheet, attachments and document:

5

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

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office

12/27/2005 ECOOPER 00000085 76565687 P.O. Box 1450, Alexandria, VA 22313-1450

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40.00 DP

02 FC:8522

375.00 DP

TRADEMARK
REEL: 003279 FRAME: 0089

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 8, 2005, is between LIMERICK TEA & COFFEE USA, L.P., a New Jersey limited partnership (the "Grantor"), and The Bank of Nova Scotia, in its capacity as agent for the Lenders referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor has entered into a Credit Agreement dated as of December 8, 2005 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with the parties identified therein as guarantors, various financial institutions (the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Grantor;

WHEREAS, the Grantor has executed and delivered a security agreement (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Agent as security for its obligations under the Credit Agreement and certain other obligations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Security Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a continuing security interest in, the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule I hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.
3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

6. Governing Law. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws other than Section 5-1401 of the General Obligations Law of the State of New York. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

GRANTOR:

LIMERICK TEA & COFFEE USA, L.P.
(a New Jersey limited partnership)

By: Balcaris Tea & Coffee USA, Inc.,
its General Partner

By: [Signature]
Title: President

By: [Signature]
Title: Secretary

AGENT:

THE BANK OF NOVA SCOTIA, as Agent

By: [Signature]
Title: Senior Relationship Manager

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

TRADE MARKS

TITLE	REGISTRATION/ FILE NUMBER	REGISTRATION/ FILING DATE	STATUS & COUNTRY
BROWN GOLD	TMA587430	August 19, 2003	Registered- Canada
EL EXIGENTE	TMA209220	September 5, 1975	Registered- Canada
THE COFFEE-ER COFFEE	TMA208810	August 15, 1975	Registered- Canada
MARTINSONS	711860	June 20, 1997	Registered- Australia
MARTINSON & Design	0095916	December 20, 1971	Registered- Benelux
BROWN GOLD	818149015	February 4, 1997	Registered- Brazil
SAVARIN	818149060	February 4, 1997	Registered- Brazil
SAVARIN	698847	July 23, 2004	Registered- Chile
BROWN GOLD	161619	May 17, 1994	Registered- Columbia
MARTINSONS	000316877	August 19, 1998	Registered- European Community
SAVARIN	399277	March 13, 1998	Registered- Korea (South)
BROWN GOLD	825669	March 22, 2004	Registered- Mexico
JM MARTINSON & Design	B839182	January 3, 1964	Registered- United Kingdom
BROWN GOLD	P180475	September 1, 1995	Registered- Venezuela
SAVARIN	P182077	October 10, 1995	Registered- Venezuela
OLD DUTCH	2,816,720	February 24, 2004	Registered - United States
SUVA BAY	2,790,993	December 9, 2003	Registered- United States
HIGGINS & BURKE	2,790,992	December 9, 2003	Registered- United States
BROWN GOLD	2,262,833	July 20, 1999	Registered-

0001.60/09950 BFLODOCS 1406458v3

**TRADEMARK
REEL: 003279 FRAME: 0092**

			United States
BEECH-NUT	1,962,251	March 12, 1996	Registered- United States
YOUR HOMETOWN COFFEE	1,942,358	December 19, 1995	Cancelled- United States
DEMAND THE BEST	1,786,926	August 10, 1993	Registered- United States
RICH & SINGLE	1,702,604	July 21, 1992	Registered- United States
MARTINSON MR. AUTOMATIC & Design	1,099,724	August 15, 1978	Registered- United States
Misc. Design (Portrait of Carlos Montalban)	1,022,786	October 14, 1975	Registered- United States
EL EXIGENTE	857,598	September 24, 1968	Registered- United States
MARTINSON	745,209	February 12, 1963	Registered- United States
THE COFFEE-ER COFFEE & Design	720,419	August 22, 1961	Registered- United States
SAVARIN (Stylized)	583,889	December 22, 1953	Registered- United States
SAVARIN (Stylized)	74,002	June 8, 1909	Registered- United States
ALL THE RICH FLAVOUR OF SPECIALTY STORE COFFEE AT YOUR LOCAL GROCERY STORE	76/565,687	December 8, 2003	Pending- United States

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Trademark_Security_Agreement_(Limerick_Tea_&_Coffee).DOC

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RECORDED: 12/23/2005

TRADEMARK
REEL: 003279 FRAME: 0093