

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rowland Coffee Roasters, Inc.		03/16/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	LASALLE BANK NATIONAL ASSOCIATION, as administrative agent		
Street Address:	121 Alhambra Plaza		
Internal Address:	Suite 1100		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	0343743	CAFE BUSTELO	
Registration Number:	0536894	PILON	
Registration Number:	0561750	MEDAGLIA D'ORO	
Registration Number:	0575046	MEDAGLIA D'ORO	
Registration Number:	0680868	MEDAGLIA D'ORO GOLD MEDAL	
Registration Number:	0843346	EL PICO	
Registration Number:	0864636	BUSTELO	
Registration Number:	0893377		
Registration Number:	0931920	CAFE BUSTELO	
Registration Number:	0993489	GOLD MEDAL	
Registration Number:	1162962	OQUENDO	
Registration Number:	1656167	MOKA D'ORO	
Registration Number:	1736846		

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TRADEMARK
REEL: 003280 FRAME: 0495

Registration Number:	2000264	ESPRESS THIS
Registration Number:	2066801	HOY COMO AYER...EN MI CASA TOMAN BUSTELO!
Registration Number:	2077304	I CAFE BUSTELO
Registration Number:	2101211	SOUTO
Registration Number:	2113768	CAFFE SIGNORE
Registration Number:	2127413	I CAFE BUSTELO
Registration Number:	2129048	HOY COMO AYER... COMPARTIENDO CALIDEZ.
Registration Number:	2147108	ESTRELLA
Registration Number:	2231390	LA CREMOKA
Registration Number:	2354484	MEDAGLIA D'ORO
Registration Number:	2467842	JAVA CABANA
Registration Number:	2540333	
Serial Number:	75368242	START YOUR DAY WITH A CUP OF GOURMET

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Stearns Weaver Miller et al

Address Line 1: 150 West Flagler Street

Address Line 2: Suite 2200, Attn: Jeffrey A. Norman

Address Line 4: Miami, FLORIDA 33130

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	03/31/2006

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 16, 2006, by **ROWLAND COFFEE ROASTERS, INC.**, a Florida corporation (the "Grantor"), in favor of **LASALLE BANK NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;


- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

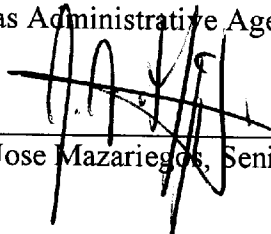
ROWLAND COFFEE ROASTERS, INC.,
a Florida corporation



Jose E. Souto, Vice President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent



Jose Mazariegos, Senior Vice President

*Signature Page to Patent & Trademark
Security Agreement*

Schedule 1

Applications:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Product</u>
MEDAGLIA D'ORO	75/463,003	April 6, 1998	Cocoa
START YOUR DAY WITH A CUP OF GOURMET	75/368,242	October 6, 1997	Coffee
(DESIGN ONLY)	76/254871	May 10, 2001	Coffee
MISC. DESIGN LOGO	1,736,846	September 10, 1991	Coffee

Registrations:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
JAVA CABANA	2467842	June 6, 2000	Coffee
CAFFE SIGNORE	2113768	November 18, 1997	Coffee
MEDAGLIA D'ORO	2354484	June 6, 2000	Cocoa
BUSTELO	864,636	February 4, 1969	Coffee
CAFÉ BUSTELO PLUS DESIGN	931,920	April 4, 1972	Coffee
CAFÉ BUSTELO PLUS DESIGN	343,743	March 2, 1937	Coffee
EL PICO	843,346	January 30, 1968	Coffee
ESPRESS THIS	2,000,264	September 10, 1996	Espresso Coffee

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
GOLD MEDAL	993,489	September 24, 1974	Coffee
HOY COMO AYER . . . COMPARTIENDO CALIDEZ	2,129,048	January 13, 1998	Coffee
HOY COMO AYER . . . EN MI CASA TOMAN BUSTELO!	2,066,801	June 3, 1997	Coffee and Tea
I ☐ CAFÉ BUSTELO	2,077,304	July 8, 1997	Coffee
I ☐ CAFÉ BUSTELO PLUS DESIGN	2,127,413	January 6, 1998	Coffee
MEDAGLIA D'ORO PLUS DESIGN	575,046	May 26, 1953	Coffee
MEDAGLIA D'ORO PLUS DESIGN	561,750	July 22, 1952	Coffee
MEDAGLIA D'ORO GOLD MEDAL PLUS DESIGN	680,868	July 23, 1959	Coffee
PILON PLUS DESIGN	536,894	January 23, 1951	Raw and Roasted Coffee in Whole Bean or Ground Form
SOUTO	2,101,211	September 30, 1997	Ground Coffee
ESTRELLA	2,147,108	March 31, 1998	Ground Coffee
OQUENDO	1,162,962	July 28, 1981	Coffee
PORTRAIT OF BARBARA KINGSBURY	893,377	June 23, 1970	Coffee
MOKA D'ORO	1,656,167	September 10, 1991	Coffee

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Product</u>
LA CREMOKA	2,231,390	March 16, 1999	Coffee