

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
GREEN MOUNTAIN COFFEE ROASTERS, INC.		06/15/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	3041401	GREAT COFFEE MADE EASY	
Registration Number:	1918520	STEWARDSHIP	
Registration Number:	3091312	A PERFECT CUP OF COFFEE. EVERY SINGLE TIME.	
Registration Number:	3061243	GREAT COFFEE MAKES A WORLD OF DIFFERENCE	
Registration Number:	1637212	GREEN MOUNTAIN COFFEE ROASTERS	
Registration Number:	1639220	GREEN MOUNTAIN COFFEE ROASTERS	
Registration Number:	1646839	GREEN MOUNTAIN FILTERS	
Registration Number:	1806305	NANTUCKET BLEND	
Registration Number:	1816056	STEWARDSHIP	
Registration Number:	1856892	GREEN MOUNTAIN COFFEE ROASTERS	
Registration Number:	1857085	GREEN MOUNTAIN COFFEE ROASTERS	
Registration Number:	2014946	VERMONT COUNTRY BLEND	
Registration Number:	2096771	CAFE VERMONT	

OP \$940.00 3041401

900051236

TRADEMARK
 REEL: 003331 FRAME: 0051

Registration Number:	2198448	AUTUMN HARVEST BLEND
Registration Number:	2240634	FRESH FROM THE ROASTER
Registration Number:	2476059	IT'S A JUNGLE OUT THERE. LET'S KEEP IT THAT WAY.
Registration Number:	2512878	LAKE & LODGE
Registration Number:	2512879	LA ESPERANZA
Registration Number:	2525258	MONTE VERDE
Registration Number:	2669532	MONTE VERDE
Registration Number:	2760401	ORGANIC BLACK PARROT BLEND
Registration Number:	2821736	THE TASTE OF A BETTER WORLD
Registration Number:	2826525	DARK MAGIC
Registration Number:	2846760	CAFÉ VERDE
Registration Number:	2996220	GOLDEN FRENCH TOAST
Registration Number:	3006648	GREAT TASTING COFFEE CRAFTED WITH CARE
Registration Number:	3081867	MOCHA ALMOND CHILLER
Registration Number:	1631794	GREEN MOUNTAIN COFFEE
Registration Number:	2928283	BETTER WORLD HOT COCOA
Registration Number:	1986423	RAIN FOREST NUT
Serial Number:	78459609	A SINGLE BREW, JUST FOR YOU
Serial Number:	78496053	IGNITING CONSUMER CITIZENSHIP
Serial Number:	78650172	THE POWER TO MAKE A DIFFERENCE IS IN YOUR HANDS
Serial Number:	78650200	BETTER COFFEE FOR A BETTER WORLD
Serial Number:	78650215	DOUBLE BEAN ELIXIR
Serial Number:	78698325	RASPBERRY RHAPSODY
Serial Number:	78751561	ISLAND COCONUT

CORRESPONDENCE DATA

Fax Number: (617)574-7657

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

Phone: 517-574-4115

Email: ecoleman@goulstonstorrs.com

Correspondent Name: Eleanor Coleman

Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	07863.0045
NAME OF SUBMITTER:	Eleanor Coleman

Signature:

/Eleanor Coleman/

Date:

06/16/2006

Total Attachments: 48

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PATENT AND TRADEMARK SECURITY AGREEMENT

Each of GREEN MOUNTAIN COFFEE ROASTERS, INC. (the "Borrower") and KEURIG, INCORPORATED ("Keurig", and together with the Borrower, (the "Grantors"), each a Delaware corporation having their principal place of business and chief executive offices at 33 Coffee Lane, Waterbury, Vermont 05676 and 101 Edgewater Drive, Wakefield, Massachusetts, 01880, respectively, hereby grants, assigns, transfers and conveys to BANK OF AMERICA, N.A., a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as Administrative Agent ("Agent") for itself and the Lenders under (and as defined in) the Credit Agreement (as hereinafter defined), for the ratable benefit of the Agent and the Lenders, as collateral security for the payment and performance in full of the Obligations under (and as defined in) the Revolving Credit Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Credit Agreement"), among the Borrower, the Subsidiaries of the Borrower, the Agent (the Agent, together with its successors and assigns, being herein sometimes called the "Secured Party"), the other Lenders, Banc of America Securities LLC, as sole Lead Arranger and sole Book Manager, Sovereign Bank, as Syndication Agent, and TD Banknorth, N.A., as Documentation Agent, and the payment and performance of all other Obligations (under and as defined in each of the Credit Agreement and the Guaranty), a continuing security interest in and first priority lien on all Patents (as hereinafter defined) and all Trademarks (as hereinafter defined).

In addition, with respect to the Trademarks, each Grantor has executed in blank and delivered to the Secured Party an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"), and, with respect to the Patents, each Grantor has executed in blank and delivered to the Secured Party an assignment of patents, patent applications and related patent property in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). Each Grantor hereby authorizes the Secured Party to complete as assignee, sign and record with the U.S. Patent and Trademark Office either or both of the Assignment of Marks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Secured Party's remedies under this Patent and Trademark Security Agreement and under the Credit Agreement and the Security Agreement. In addition to, and not by way of limitation of, the foregoing grant of rights to complete and record assignments of the Trademarks and Patents, each Grantor grants, assigns, transfers, conveys and sets over to the Secured Party, for the ratable benefit of the Agent and the Lenders, such Grantor's entire right, title and interest in and to the Trademarks and the Patents; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Secured Party at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Secured Party) upon an Event of Default for which acceleration of any amounts outstanding under the Credit Agreement is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon

the Collateral pursuant to the Credit Agreement or the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by each Grantor to the Secured Party or its nominee in lieu of foreclosure).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

The following terms, as used herein, have the meanings set forth below:

“Patents” means collectively all of the following now owned or hereafter created or acquired by each Grantor: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (e) the right to sue for past, present and future infringements of any of the foregoing; (f) all rights corresponding to any of the foregoing throughout the world; and (g) all goodwill associated with any of the foregoing.

“Patent License” means any oral or written agreement now or hereafter in existence granting to each Grantor any right to use any invention on which a patent or patent application is in existence, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by each Grantor: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States or any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to

any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any oral or written agreement now or hereafter in existence granting to each Grantor any right to use any trademark or trademark application, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

Each Grantor represents and warrants to and agrees with the Secured Party as follows:

1. Each Grantor, as applicable, is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to each of the Patents and Trademarks, free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, except the security interest herein granted and as otherwise permitted by the Credit Agreement. As of the date of this Agreement, no written claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person and, to the best of each Grantor’s knowledge, there is no infringement by either Grantor of the patent or trademark rights of others. Each Grantor shall have the duty to promptly notify the Secured Party of any such claim or infringement and the details thereof.

2. As of the date hereof, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable and, together, they constitute all registered patents, patent applications, trademarks, trademark applications, trade names and service marks now owned or used by each Grantor. The Patents and Trademarks listed on Schedules A and B constitute all of the Patent Licenses and Trademark Licenses and all of the registered trademarks, trademark applications, service marks, trade names, patents, patent applications, and patent rights that are reasonably necessary for the operation of the business of each Grantor. Schedule C lists the material common law trademarks, common law trade names, franchises and other material intellectual property rights that are reasonably necessary for the operation of the business of each Grantor.

3. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4. The execution, delivery and performance of this Agreement are within the power of each Grantor and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which each Grantor is a party or by which any of its property is bound.

5. Each Grantor shall have the duty, through counsel acceptable to the Secured Party, to (i) prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, and (ii) preserve and maintain all rights in the Patents and

Trademarks, except if either Grantor determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or operations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. Neither Grantor shall abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without the consent of the Secured Party, which consent shall not be unreasonably withheld, except, in each case, if either Grantor determines in its reasonable discretion that such patent application or trademark registration is no longer material or useful to its business or operations.

6. Except for patents and trademarks no longer material or useful to its business or operations, each Grantor shall take all reasonably necessary steps to defend the Patents and Trademarks against all claims and demands of all persons at any time claiming the same or any interests in and to the Patents and Trademarks adverse to the Secured Party. Until the Obligations shall have been satisfied in full, each Grantor shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any exclusive license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Secured Party's prior consent, which consent shall not be unreasonably withheld, except for the security interests granted hereby, liens and asset dispositions expressly permitted under the Credit Agreement and nonexclusive licenses in the ordinary course of business and consistent with past practices.

7. Each Grantor shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in such Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to such Grantor or its operations. If, before all Obligations have been satisfied in full, either Grantor shall become entitled to the benefit of any patent application, patent for any reissue, or of any patent improvement, or if either Grantor develops any new registered trademark or service mark, such Grantor shall give the Secured Party prompt written notice of all such patents, trademarks, service marks, extensions and renewals, and the provisions of this Agreement shall automatically apply thereto. Each Grantor authorizes the Secured Party to modify this Agreement, without the necessity of such Grantor's further approval or signature, by amending Schedule A and Schedule B to include any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark, service mark or renewal thereof of each Grantor applied for and obtained hereafter.

8. Each Grantor shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding such Grantor's claim of ownership in any of the Patents and Trademarks which could reasonably be expected to have a Material Adverse Effect. In the event of any material infringement by a third party of any of the Patents or Trademarks, each Grantor shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages

resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Secured Party deems reasonably necessary. If either Grantor shall fail to take such action within two (2) months after such notice is given to the Secured Party, the Secured Party may upon ten (10) days prior notice to such Grantor, but shall not be required to, itself take such action in the name of such Grantor, and such Grantor hereby appoints the Secured Party the true and lawful attorney of such Grantor, for it and in its name, place and stead, on behalf of such Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to each Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

9. Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the Commonwealth of Massachusetts or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party and the Lenders their respective rights hereunder or in any of the Patents or Trademarks, and each Grantor hereby irrevocably authorizes the Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as the Secured Party may deem appropriate; provided that the Secured Party shall deliver to such Grantor copies of all such financing statements and shall terminate at the Secured Party's expense all such filings made in error. In the event that any rerecording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, each Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of each Grantor such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of each Grantor at such Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Secured Party shall deliver to each Grantor copies of all such financing statements. The Secured Party may include reference to each Grantor, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with each Grantor) in

connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, each Grantor shall hold each of the Secured Party and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Party or any Lender (other than as a result of gross negligence or willful misconduct of the Secured Party or any of the Lenders) in connection with the Secured Party's interest in the Patents and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, each Grantor shall retain patent or trademark counsel, as the case may be, reasonably acceptable to the Secured Party.

10. If any Event of Default shall have occurred and be continuing, the Secured Party may without notice or demand declare this Agreement to be in default and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Patents and Trademarks at public or private sale. The Secured Party shall give to each Grantor at least ten (10) days' prior written notice (which each Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, each Grantor hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Lenders and the Secured Party.

To the extent permitted by applicable law, each Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's or any Lender's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or

guaranteed, and to the extent that it lawfully may each Grantor hereby irrevocably waives the benefits of all such laws.

11. Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. Neither the Secured Party nor any Lender shall have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Credit Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party or the Lenders with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

12. Each Grantor will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Secured Party's counsel incurred by the Secured Party, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Secured Party in the preparation, execution and delivery of any waiver or consent by the Secured Party relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the lenders in furtherance of the transactions contemplated hereby. In addition, after the occurrence and during the continuation of an Event of Default, each Grantor will also pay all reasonable costs and expenses of the Secured Party in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party in furtherance of the transactions contemplated hereby.

13. Each Grantor agrees to reimburse the Secured Party and the Lenders for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred

(other than as a result of the gross negligence or willful misconduct of the Secured Party or any of the Lenders) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements. Each Grantor and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks each Grantor proposes to abandon, the Secured Party agrees that, so long as an Event of Default has not then occurred and is continuing, it will release its security interest in any Patent or Trademark each Grantor proposes to abandon so long as such Patent or Trademark is no longer used by such Grantor and is not material to the operations of such Grantor, provided that after the occurrence and during the continuance of an Event of Default, the Secured Party's consent will be required prior to any such release and abandonment.

14. Each Grantor shall hold the Secured Party and the Lenders harmless from any and all costs, damages and expenses which may be incurred by the Secured Party, the Lenders or either Grantor in connection with any action or failure to act by the Secured Party or any Lender in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party or such Lender.

15. Any and all rights and interests of the Secured Party and the Lenders in and to the Patents and Trademarks (and any and all obligations of the Grantors with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Grantors) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and the Credit Agreement and shall not be in derogation thereof.

16. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. Each Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the Commonwealth of Massachusetts or the United States of America for the District of Massachusetts, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon either Grantor by mail at the address specified in the Credit Agreement. Each Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. All notices hereunder shall be in writing and shall be given as provided in the Credit Agreement.

18. When all Obligations have been paid in full in cash, the Commitments have terminated and no Letters of Credit shall be outstanding (or have been backstopped or cash collateralized on terms reasonably acceptable to the Secured Party), this Agreement shall terminate, and the Secured Party shall, upon request and at the Grantor's sole expense, execute all such documentation necessary to release its security interest hereunder.

19. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

20. This Agreement and all obligations of the Grantors shall be binding upon the successors and assigns of the Grantors, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, the Lenders and their respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

21. EACH GRANTOR AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 21 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (i) certifies that neither the Secured Party, nor any Lender, nor any representative, agent or attorney of the Secured Party or any Lender has represented, expressly or otherwise, that the Secured Party or any lender would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Secured Party and the Lenders are a party, the Secured Party and the Lenders are relying upon, among other things, the waivers and certifications in this Section 21.

[Signatures on next page]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed by its duly authorized officer as of this 15th day of June, 2006.

**GREEN MOUNTAIN COFFEE
ROASTERS, INC.**

By: Frances Petruke
Name: Frances Petruke
Title: Chief Financial Officer

KEURIG, INCORPORATED

By: Frances Petruke
Name: Frances Petruke
Title: Vice President

Accepted:

BANK OF AMERICA, N.A.,
as Secured Party and Agent

By: _____
Name: _____
Title: _____

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed by its duly authorized officer as of this 15th day of June, 2006.

**GREEN MOUNTAIN COFFEE
ROASTERS, INC.**

By: _____
Name: _____
Title: _____

KEURIG, INCORPORATED

By: _____
Name: _____
Title: _____

Accepted:

BANK OF AMERICA, N.A.,
as Secured Party and Agent

By: Christopher S. Allen
Name: CHRISTOPHER S. ALLEN
Title: SENIOR VICE PRESIDENT

STATE OF Vermont

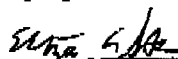
)

) ss.

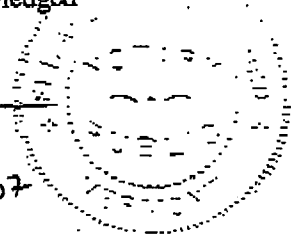
COUNTY OF Washington

)

On this date, June 15, 2006 before me, the undersigned notary public, personally appeared Frances Ratake, as Chief Financial Officer of GREEN MOUNTAIN COFFEE ROASTERS, INC., proved to me through satisfactory evidence of identification, which were Vermont Operator's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public

My commission expires: Feb 10, 2007STATE OF Vermont

)

) ss.

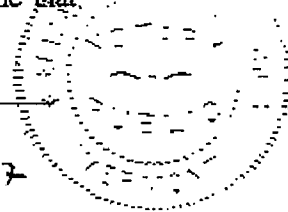
COUNTY OF Washington

)

On this date, June 15, 2006 before me, the undersigned notary public, personally appeared Frances Ratake, as Vice President of KEURIG, INCORPORATED, proved to me through satisfactory evidence of identification, which were Vermont Operator's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public

My commission expires: Feb 10, 2007

[Notary Signature Page to Patent and Trademark Security Agreement]

**SCHEDULE A
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
BREW CHAMBER FOR A SINGLE SERVE BEVERAGE BREWER Claims to B50 tilting cartridge receiver.	Keurig, Incorporated	Patented	2005/126399	12/12/2003
BREW CHAMBER FOR A SINGLE SERVE BEVERAGE BREWER Claims to B50 tilting cartridge receiver	Keurig, Incorporated	Patented	2005/126400	8/23/2004
SYSTEM FOR DISPENSING METERED VOLUMES OF HEATED WATER TO THE BREW CHAMBER OF A SINGLE SERVE BEVERAGE BREWER Claims to B50/60 style system	Keurig, Incorporated	Patented	2005/126401	12/6/2004
VACUUM- FILLED METERING CUP Claims to brew system with storage tank,	Keurig, Incorporated	Patented	2005/205601	3/1/2004

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
metering chamber and air activated “means” for providing water to brew chamber.				
DISPOSABLE BEVERAGE FILTER PACKAGE KPod Claims to filter with pouch supported by imperforate, impermeable lid	Keurig, Incorporated	Patented	2005/287251	1/18/2005
BEVERAGE FILTER CARTRIDGE Claims to housing with two components that sealably engage and house a piercable cartridge at the interior	Keurig, Incorporated	Patented	5325765	9/16/1992
BEVERAGE FILTER CARTRIDGE – K-Cup Claims 1 and 6 to cartridge with circular bottom, circular access opening and filter joined to interior surface adjacent access opening.	Keurig, Incorporated	Patented	5840189	8/20/1997
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge receiving housing with platform on	Keurig, Incorporated	Patented	6079315	1/19/1999

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
bottom having an aperture through which a probe projects to pierce the cartridge when the platform moved down. A lid presses downward on the cartridge, causing inlet and outlet probes to pierce the cartridge.				
APPARATUS FOR CONSECUTIVELY DISPENSING AN EQUAL VOLUME OF LIQUID US6082247 – claims to metering chamber within tank having one-way ball valve and plurality of discharge tubes for different volume delivery.	Keurig, Incorporated	Patented	6082247	1/19/1999
AUTOMATED BEVERAGE BREWING SYSTEM Claims to piercing cartridge, providing compressed air to a sealed metering chamber in a storage tank and stopping air flow when drop in pressure is	Keurig, Incorporated	Patented	6142063	1/19/1999

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
sensed.				
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge receiving housing with platform on bottom having an aperture through which a probe projects to pierce the cartridge when the platform moved down. A lid presses downward on the cartridge, causing inlet and outlet probes to pierce the cartridge.	Keurig, Incorporated	Patented	6182554	1/19/1999
METHOD OF FORMING AND INSERTING FILTER ELEMENTS IN CUP-SHAPED CONTAINERS US6440256 – Claims to method of forming frustoconical filter elements by folding filter material, blanking, etc.	Keurig, Incorporated	Patented	6440256	6/20/2000
DISPOSABLE SINGLE SERVE BEVERAGE FILTER CARTRIDGE – V-Cup	Keurig, Incorporated	Patented	6589577	2/13/2001
TWO STEP	Keurig, Incorporated	Patented	6606938	4/1/2002

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
PUNCTURING AND VENTING OF SINGLE SERVE FILTER CARTRIDGE IN A BEVERAGE BREWER Claims to piercing a cartridge with an outlet probe, then piercing with an inlet probe, then extracting beverage				
DISPOSABLE SINGLE SERVE BEVERAGE FILTER CARTRIDGE – N-Cup US6607762 – Claims to cartridge with lid that is pierced by inlet and outlet tubes.	Keurig, Incorporated	Patented	6607762	2/13/2001
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge holder with movable arms that clamp the cartridge and platen with inlet and outlet probes that moves to pierce cartridge.	Keurig, Incorporated	Patented	6644173	4/3/2002
BEVERAGE FILTER CARTRIDGE – M Cup Claims to cartridge with tapered lower section with	Keurig, Incorporated	Patented	6645537	2/13/2001

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
inwardly extending ledge and filter joined to edge.				
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge holder with locating means for rotably fixing the cartridge using at least one projection that coacts with a depression in the cartridge sidewall.	Keurig, Incorporated	Patented	6655260	4/3/2002
RE-USABLE BEVERAGE FILTER CARTRIDGE Claims to reusable cartridge with housing, filter, lid, and baffle means with circular disc and grooves.	Keurig, Incorporated	Patented	6658989	4/3/2002
BAFFLE OPERATED LIQUID HEATING AND DISPENSING SYSTEM FOR A SINGLE SERVE BEVERAGE BREWER US 6666130 – Claims to B100 style arrangement with movable baffle in a storage tank movable to	Keurig, Incorporated	Patented	6666130	4/1/2002

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
form metering chamber.				
SYSTEM FOR MONITORING AND CONTROLLING THE OPERATION OF A SINGLE SERVE BEVERAGE BREWER US 6672200 – Claims to B100 style tank with metering chamber and air pressure control to provide compressed air to metering chamber that stops when pressure drop sensed.	Keurig, Incorporated	Patented	6672200	4/18/2002
PUNCTURING AND VENTING OF SINGE SERVE BEVERAGE FILTER CARTRIDGE US 6708600 – Claims to cartridge inlet probe with inner hub, outer sleeve, and support ribs between hub and sleeve. Hub, ribs and sleeve are beveled at lower ends.	Keurig, Incorporated	Patented	6708600	4/1/2002
CUP SHAPED CONTAINER – M Cup style	Keurig, Incorporated	Patented	D452433	5/17/2001

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
shape with sump				
CUP SHAPED CONTAINER – M Cup style shape	Keurig, Incorporated	Patented	D452434	5/17/2001
COFFEE BREWER – B100 overall design	Keurig, Incorporated	Patented	D462865	6/4/2001
CUP SHAPED CONTAINER – Tea type K-cup	Keurig, Incorporated	Patented	D474110	6/30/2002
CUP SHAPED CONTAINER – Tea type K-cup	Keurig, Incorporated	Patented	D474111	7/30/2002
COFFEE BREWER	Keurig, Incorporated	Patented	D489215	12/12/2002
DISPOSABLE BEVERAGE FILTER CARTRIDGE Circular rim with flexible looking, semi-conical bottom with two longitudinal seams.	Keurig, Incorporated	Patented	D502362	12/3/2003
COFFEE BREWER – B50 Design	Keurig, Incorporated	Patented	D513572	6/3/2004

PATENT APPLICATIONS

<u>Patent</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
DESIGN – B50 BREW HEAD PORTION	Keurig, Incorporated	29/233145	6/28/2005
BEVERAGE FILTER CARTRIDGE Claims to cartridge with fluted/pleated filter	Keurig, Incorporated	10/658925	9/10/2003

<u>Patent</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
SYSTEM FOR DISPENSING METERED VOLUMES OF HEATED WATER TO THE BREW CHAMBER OF A SINGLE SERVE BEVERAGE BREWER Claims to B50/60 style system	Keurig, Incorporated	10/832474	4/26/2004
METHOD AND APPARATUS FOR LIQUID LEVEL SENSING Claims to Disc-type float, float chamber extending below tank floor, and float presenting only two points of contact with opposed float chamber walls.	Keurig, Incorporated	11/168885	6/28/2005
METHOD AND APPARATUS FOR PUMP CONTROL Claims to calibration to determine pump index and control of pump operation based on index and/or power supplied to pump.	Keurig, Incorporated	11/168860	6/28/2005
METHOD AND APPARATUS FOR SENSING LIQUID LEVEL USING BASELINE CHARACTERISTIC Claims to determining voltage or other probe circuit characteristic in "dry" condition and using characteristic to determine liquid level.	Keurig, Incorporated	11/168884	6/28/2005
DRAIN FOR BEVERAGE FORMING MACHINE Claim 1 to drain system for tank of beverage precursor liquid and controller adapted to automatically perform drain operation. Claims 14 and 28 to a drain system configured to empty liquid from tank into reservoir.	Keurig, Incorporated	11/224672	9/12/2005
New B50 and B3000 style handle/linkage for brew chamber operation.	Keurig, Incorporated		3/23/2006

<u>Patent</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
VACUUM-FILLED METERING CUP Claims to brew system with storage tank, metering chamber and air activated "means" for providing water to brew chamber.	Keurig, Incorporated		

PATENT LICENSES

None.

**SCHEDULE B TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
GREAT COFFEE MADE EASY	Green Mountain Coffee Roasters, Inc.	Registered	3,041,401	01/10/06
STEWARDSHIP	Green Mountain Coffee Roasters, Inc.	Registered	1,918,520	09/12/95
A PERFECT CUP OF COFFEE. EVERY SINGLE TIME.	Green Mountain Coffee Roasters, Inc.	Registered	3,091,312	05/09/06
GREAT COFFEE MAKES A WORLD OF DIFFERENCE	Green Mountain Coffee Roasters, Inc.	Registered	3,061,243	02/21/06
GREEN MOUNTAIN COFFEE ROASTERS	Green Mountain Coffee Roasters, Inc.	Registered	1,637,212	3/5/91
GREEN MOUNTAIN COFFEE ROASTERS	Green Mountain Coffee Roasters, Inc.	Registered	1,639,220	3/26/91
GREEN MOUNTAIN FILTERS	Green Mountain Coffee Roasters, Inc.	Registered	1,646,839	6/4/91
NANTUCKET BLEND	Green Mountain Coffee Roasters, Inc.	Registered	1,806,305	11/23/93
STEWARDSHIP	Green Mountain Coffee Roasters, Inc.	Registered	1,816,056	1/11/94
GREEN MOUNTAIN COFFEE ROASTERS	Green Mountain Coffee Roasters, Inc.	Registered	1,856,892	10/04/94
GREEN MOUNTAIN COFFEE ROASTERS	Green Mountain Coffee Roasters, Inc.	Registered	1,857,085	10/4/94
VERMONT COUNTRY BLEND	Green Mountain Coffee Roasters, Inc.	Registered	2,014,946	11/12/96
CAFE VERMONT	Green Mountain Coffee Roasters, Inc.	Registered	2,096,771	09/16/97

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
AUTUMN HARVEST BLEND	Green Mountain Coffee Roasters, Inc.	Registered	2,198,448	10/20/98
FRESH FROM THE ROASTER	Green Mountain Coffee Roasters, Inc.	Registered	2,240,634	04/20/99
ITS A JUNGLE OUT THERE... LET'S KEEP IT THAT WAY	Green Mountain Coffee Roasters, Inc.	Registered	2,476,059	08/07/01
LAKE & LODGE	Green Mountain Coffee Roasters, Inc.	Registered	2,512,878	11/27/01
LA ESPERANZA	Green Mountain Coffee Roasters, Inc.	Registered	2,512,879	11/27/01
MONTE VERDE	Green Mountain Coffee Roasters, Inc.	Registered	2,525,258	01/01/02
MONTE VERDE	Green Mountain Coffee Roasters, Inc.	Registered	2,669,532	12/31/02
ORGANIC BLACK PARROT BLEND	Green Mountain Coffee Roasters, Inc.	Registered	2,760,401	09/02/03
THE TASTE OF A BETTER WORLD	Green Mountain Coffee Roasters, Inc.	Registered	2,821,736	03/09/04
DARK MAGIC	Green Mountain Coffee Roasters, Inc.	Registered	2,826,525	03/23/04
CAFÉ VERDE	Green Mountain Coffee Roasters, Inc.	Registered	2,846,760	05/25/04
GOLDEN FRENCH TOAST	Green Mountain Coffee Roasters, Inc.	Registered	2,996,220	9/13/2003 07/11/05 (Supplemental)
GREAT TASTING COFFEE CRAFTED WITH CARE	Green Mountain Coffee Roasters, Inc.	Registered	3,006,648	10/11/2005
MOCHA ALMOND CHILLER	Green Mountain Coffee Roasters, Inc.	Registered	3081867	04/18/06
GREEN MOUNTAIN COFFEE	Green Mountain Coffee Roasters, Inc.	Registered	1,631,794	1/15/91.
BETTER WORLD HOT COCOA	Green Mountain Coffee Roasters,	Registered	2,928,283	02/22/05

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
RAINFOREST NUT	Inc. Green Mountain Coffee Roasters, Inc.	Registered	1,986,423	7/16/96 ('2(f))
KEURIG (BLOCK)	Keurig, Incorporated	Registered	2057361	4/29/97
COFFEE HOUSE TASTE BY THE CUP! (BLOCK)	Keurig, Incorporated	Registered	2279955	9/21/99
K-CUPS (BLOCK)	Keurig, Incorporated	Registered	2350466	5/16/00
MUG AND STAR LOGO (Miscellaneous Design)	Keurig, Incorporated	Registered	2417711	1/2/01
K-CUP (BLOCK)	Keurig, Incorporated	Registered	2431816	2/27/01
MYKEURIG (BLOCK)	Keurig, Incorporated	Registered	2475929	8/7/01
KEURIG BREWED (BLOCK)	Keurig, Incorporated	Registered	2513106	11/27/01
KEURIG PREMIUM COFFEE SYSTEMS (BLOCK)	Keurig, Incorporated	Registered	2739031	8/23/01
CUSTOM BREW (BLOCK)	Keurig, Incorporated	Registered	2765943	9/16/03
KEURIG (Word Mark (Sylized))	Keurig, Incorporated	Registered	2933253	3/15/05
DELICIOUSLY SIMPLE (BLOCK)	Keurig, Incorporated	Registered	2945177	4/26/05
BREWING EXCELLENCE ONE CUP AT A TIME (BLOCK)	Keurig, Incorporated	Registered	2973313	7/19/05

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
A SINGLE BREW,	Green Mountain	Application Filed	78/459609	ITU application

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
JUST FOR YOU	Coffee Roasters, Inc.			filed 07/30/04
IGNITING CONSUMER CITIZENSHIP	Green Mountain Coffee Roasters, Inc.	Application Filed	78/496053	Application filed 10/07/04
THE POWER TO MAKE A DIFFERENCE IS IN YOUR HANDS	Green Mountain Coffee Roasters, Inc.	Application Filed	78/650172	ITU filed 06/14/05
BETTER COFFEE FOR A BETTER WORLD	Green Mountain Coffee Roasters, Inc.	Application Filed	78/650200	ITU filed 06/14/05
DOUBLE BEAN ELIXIR	Green Mountain Coffee Roasters, Inc.	Application Filed	78/650215	ITU filed 06/14/05
RASPBERRY RHAPSODY	Green Mountain Coffee Roasters, Inc.	Application Filed	78/698325	ITU filed 08/23/05
ISLAND COCONUT	Green Mountain Coffee Roasters, Inc.	Application Filed	78/751561	ITU filed 11/10/2005
K-POD (BLOCK)	Keurig, Incorporated	Application Filed	78/138668	Application Date 6/25/02
CUP AND STAR LOGO (Miscellaneous Design)	Keurig, Incorporated	Application Filed	78/442549	Application Date 6/28/04
CHOOSE, BREW, AND ENJOY. (Word Mark (Stylized))	Keurig, Incorporated	Application Filed	78/453574	Application Date 7/20/04
K-CUP (BLOCK)	Keurig, Incorporated	Application Filed	78/599435	Application Date 3/31/05
MY K-CUP	Keurig, Incorporated	Application Filed	78/866,708	Application Date 4/21/2006
QUIET BREW	Keurig, Incorporated	Application Filed	78/877,295	Application Date 5/5/06

TRADEMARK LICENSES

None.

**SCHEDULE C
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

MATERIAL COMMON LAW TRADEMARKS, COMMON LAW TRADE NAMES,
FRANCHISES AND OTHER MATERIAL INTELLECTUAL PROPERTY RIGHTS

None.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, each of GREEN MOUNTAIN COFFEE ROASTERS, INC., a corporation organized and existing under the laws of Delaware, and KEURIG, INCORPORATED, a corporation organized and existing under the laws of Delaware, each having a principal place of business and its chief executive offices at 33 Coffee Lane, Waterbury, Vermont 05676 and 101 Edgewater Drive, Wakefield, Massachusetts, 01880, respectively, (collectively, the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

**GREEN MOUNTAIN COFFEE
ROASTERS, INC.**

By: _____
Name: _____
Title: _____

KEURIG, INCORPORATED

By: _____
Name: _____
Title: _____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this date, _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____ of GREEN MOUNTAIN COFFEE ROASTERS, INC., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this date, _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____ of KEURIG, INCORPORATED, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

**ANNEX
TO
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
GREAT COFFEE MADE EASY	Green Mountain Coffee Roasters, Inc.	Registered	3,041,401	01/10/06
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CAFE VERMONT	Green Mountain Coffee Roasters,	Registered	2,096,771	09/16/97

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DARK MAGIC	Green Mountain Coffee Roasters, Inc.	Registered	2,826,525	03/23/04
CAFÉ VERDE	Green Mountain Coffee Roasters, Inc.	Registered	2,846,760	05/25/04
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GREEN MOUNTAIN COFFEE	Green Mountain Coffee Roasters, Inc.	Registered	1,631,794	1/15/91.
BETTER WORLD HOT COCOA	Green Mountain Coffee Roasters,	Registered	2,928,283	02/22/05

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
	Inc.			
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COFFEE HOUSE TASTE BY THE CUP! (BLOCK)	Keurig, Incorporated	Registered	2279955	9/21/99
K-CUPS (BLOCK)	Keurig, Incorporated	Registered	2350466	5/16/00
MUG AND STAR LOGO (Miscellaneous Design)	Keurig, Incorporated	Registered	2417711	1/2/01
K-CUP (BLOCK)	Keurig, Incorporated	Registered	2431816	2/27/01
MYKEURIG (BLOCK)	Keurig, Incorporated	Registered	2475929	8/7/01
KEURIG BREWED (BLOCK)	Keurig, Incorporated	Registered	2513106	11/27/01
KEURIG PREMIUM COFFEE SYSTEMS (BLOCK)	Keurig, Incorporated	Registered	2739031	8/23/01
CUSTOM BREW (BLOCK)	Keurig, Incorporated	Registered	2765943	9/16/03
KEURIG (Word Mark (Sylized))	Keurig, Incorporated	Registered	2933253	3/15/05
DELICIOUSLY SIMPLE (BLOCK)	Keurig, Incorporated	Registered	2945177	4/26/05
BREWING EXCELLENCE ONE CUP AT A TIME (BLOCK)	Keurig, Incorporated	Registered	2973313	7/19/05

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
A SINGLE BREW, JUST FOR YOU	Green Mountain Coffee Roasters, Inc.	Application Filed	78/459609	ITU application filed 07/30/04
IGNITING CONSUMER CITIZENSHIP	Green Mountain Coffee Roasters, Inc.	Application Filed	78/496053	Application filed 10/07/04
THE POWER TO MAKE A DIFFERENCE IS IN YOUR HANDS	Green Mountain Coffee Roasters, Inc.	Application Filed	78/650172	ITU filed 06/14/05
BETTER COFFEE FOR A BETTER WORLD	Green Mountain Coffee Roasters, Inc.	Application Filed	78/650200	ITU filed 06/14/05
DOUBLE BEAN ELIXIR	Green Mountain Coffee Roasters, Inc.	Application Filed	78/650215	ITU filed 06/14/05
RASPBERRY RHAPSODY	Green Mountain Coffee Roasters, Inc.	Application Filed	78/698325	ITU filed 08/23/05
ISLAND COCONUT	Green Mountain Coffee Roasters, Inc.	Application Filed	78/751561	ITU filed 11/10/2005
K-POD (BLOCK)	Keurig, Incorporated	Application Filed	78/138668	Application Date 6/25/02
CUP AND STAR LOGO (Miscellaneous Design)	Keurig, Incorporated	Application Filed	78/442549	Application Date 6/28/04
CHOOSE, BREW, AND ENJOY. (Word Mark (Stylized))	Keurig, Incorporated	Application Filed	78/453574	Application Date 7/20/04
K-CUP (BLOCK)	Keurig, Incorporated	Application Filed	78/599435	Application Date 3/31/05
MY K-CUP	Keurig, Incorporated	Application Filed	78/866,708	Application Date 4/21/2006
QUIET BREW	Keurig, Incorporated	Application Filed	78/877,295	Application Date 5/5/06

TRADEMARK LICENSES

None.

EXHIBIT 2

ASSIGNMENT OF PATENTS

WHEREAS, KEURIG, INCORPORATED a corporation organized and existing under the laws of Delaware, having a principal place of business and its chief executive offices at 101 Edgewater Drive, Wakefield, Massachusetts, 01880 (the "Assignor"), owns the patents, patent applications and related patent property (the "Patents") identified on the Annex hereto; and

WHEREAS, _____, a _____ having a place of business at _____ (the "Assignee"), is desirous of acquiring the Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and to any and all continuations, continuations in-part, divisions, patents of addition, renewals, extensions, foreign counterparts, utility models, reexaminations and reissues of any of said Patents for the full term thereof, this assignment including the Assignor's entire right to bring suit and recover damages for past infringement of any of said Patents and to assert any claim, action or cause of action that may have arisen prior to the date of this assignment or thereafter under any of said Patents.

This Assignment of Patents is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

KEURIG, INCORPORATED

By: _____
Name: _____
Title: _____

The foregoing assignment of the Patents by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

By: _____
Name: _____
Title: _____

STATE OF _____

)

) ss.

COUNTY OF _____

)

On this date, _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____ of KEURIG, INCORPORATED, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

[Notary Signature Page to Assignment of Patents]

TRADEMARK
REEL: 003331 FRAME: 0091

**ANNEX
TO
ASSIGNMENT OF PATENTS**

PATENTS

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
BREW CHAMBER FOR A SINGLE SERVE BEVERAGE BREWER Claims to B50 tilting cartridge receiver.	Keurig, Incorporated	Patented	2005/126399	12/12/2003
BREW CHAMBER FOR A SINGLE SERVE BEVERAGE BREWER Claims to B50 tilting cartridge receiver	Keurig, Incorporated	Patented	2005/126400	8/23/2004
SYSTEM FOR DISPENSING METERED VOLUMES OF HEATED WATER TO THE BREW CHAMBER OF A SINGLE SERVE BEVERAGE BREWER Claims to B50/60 style system	Keurig, Incorporated	Patented	2005/126401	12/6/2004
VACUUM- FILLED METERING CUP Claims to brew system with storage tank,	Keurig, Incorporated	Patented	2005/205601	3/1/2004

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
metering chamber and air activated "means" for providing water to brew chamber.				
DISPOSABLE BEVERAGE FILTER PACKAGE KPod Claims to filter with pouch supported by imperforate, impermeable lid	Keurig, Incorporated	Patented	2005/287251	1/18/2005
BEVERAGE FILTER CARTRIDGE Claims to housing with two components that sealably engage and house a pierceable cartridge at the interior	Keurig, Incorporated	Patented	5325765	9/16/1992
BEVERAGE FILTER CARTRIDGE – K-Cup Claims 1 and 6 to cartridge with circular bottom, circular access opening and filter joined to interior surface adjacent access opening.	Keurig, Incorporated	Patented	5840189	8/20/1997
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge receiving housing with platform on	Keurig, Incorporated	Patented	6079315	1/19/1999

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
bottom having an aperture through which a probe projects to pierce the cartridge when the platform moved down. A lid presses downward on the cartridge, causing inlet and outlet probes to pierce the cartridge.				
APPARATUS FOR CONSECUTIVE LY DISPENSING AN EQUAL VOLUME OF LIQUID US6082247 – claims to metering chamber within tank having one-way ball valve and plurality of discharge tubes for different volume delivery.	Keurig, Incorporated	Patented	6082247	1/19/1999
AUTOMATED BEVERAGE BREWING SYSTEM Claims to piercing cartridge, providing compressed air to a sealed metering chamber in a storage tank and stopping air flow when drop in pressure is	Keurig, Incorporated	Patented	6142063	1/19/1999

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
sensed.				
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge receiving housing with platform on bottom having an aperture through which a probe projects to pierce the cartridge when the platform moved down. A lid presses downward on the cartridge, causing inlet and outlet probes to pierce the cartridge.	Keurig, Incorporated	Patented	6182554	1/19/1999
METHOD OF FORMING AND INSERTING FILTER ELEMENTS IN CUP-SHAPED CONTAINERS US6440256 – Claims to method of forming frustoconical filter elements by folding filter material, blanking, etc.	Keurig, Incorporated	Patented	6440256	6/20/2000
DISPOSABLE SINGLE SERVE BEVERAGE FILTER CARTRIDGE – V-Cup	Keurig, Incorporated	Patented	6589577	2/13/2001
TWO STEP	Keurig, Incorporated	Patented	6606938	4/1/2002

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
PUNCTURING AND VENTING OF SINGLE SERVE FILTER CARTRIDGE IN A BEVERAGE BREWER Claims to piercing a cartridge with an outlet probe, then piercing with an inlet probe, then extracting beverage				
DISPOSABLE SINGLE SERVE BEVERAGE FILTER CARTRIDGE – N-Cup US6607762 – Claims to cartridge with lid that is pierced by inlet and outlet tubes.	Keurig, Incorporated	Patented	6607762	2/13/2001
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge holder with movable arms that clamp the cartridge and platen with inlet and outlet probes that moves to pierce cartridge.	Keurig, Incorporated	Patented	6644173	4/3/2002
BEVERAGE FILTER CARTRIDGE – M Cup Claims to cartridge with tapered lower section with	Keurig, Incorporated	Patented	6645537	2/13/2001

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
inwardly extending ledge and filter joined to edge.				
BEVERAGE FILTER CARTRIDGE HOLDER Claims to cartridge holder with locating means for rotably fixing the cartridge using at least one projection that coacts with a depression in the cartridge sidewall.	Keurig, Incorporated	Patented	6655260	4/3/2002
RE-USABLE BEVERAGE FILTER CARTRIDGE Claims to reusable cartridge with housing, filter, lid, and baffle means with circular disc and grooves.	Keurig, Incorporated	Patented	6658989	4/3/2002
BAFFLE OPERATED LIQUID HEATING AND DISPENSING SYSTEM FOR A SINGLE SERVE BEVERAGE BREWER US 6666130 -- Claims to B100 style arrangement with movable baffle in a storage tank movable to	Keurig, Incorporated	Patented	6666130	4/1/2002

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
form metering chamber.				
SYSTEM FOR MONITORING AND CONTROLLING THE OPERATION OF A SINGLE SERVE BEVERAGE BREWER US 6672200 – Claims to B100 style tank with metering chamber and air pressure control to provide compressed air to metering chamber that stops when pressure drop sensed.	Keurig, Incorporated	Patented	6672200	4/18/2002
PUNCTURING AND VENTING OF SINGE SERVE BEVERAGE FILTER CARTRIDGE US 6708600 – Claims to cartridge inlet probe with inner hub, outer sleeve, and support ribs between hub and sleeve. Hub, ribs and sleeve are beveled at lower ends.	Keurig, Incorporated	Patented	6708600	4/1/2002
CUP SHAPED CONTAINER – M Cup style	Keurig, Incorporated	Patented	D452433	5/17/2001

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
shape with sump				
CUP SHAPED CONTAINER – M Cup style shape	Keurig, Incorporated	Patented	D452434	5/17/2001
COFFEE BREWER – B100 overall design	Keurig, Incorporated	Patented	D462865	6/4/2001
CUP SHAPED CONTAINER – Tea type K-cup	Keurig, Incorporated	Patented	D474110	6/30/2002
CUP SHAPED CONTAINER – Tea type K-cup	Keurig, Incorporated	Patented	D474111	7/30/2002
COFFEE BREWER	Keurig, Incorporated	Patented	D489215	12/12/2002
DISPOSABLE BEVERAGE FILTER CARTRIDGE Circular rim with flexible looking, semi-conical bottom with two longitudinal seams.	Keurig, Incorporated	Patented	D502362	12/3/2003
COFFEE BREWER – B50 Design	Keurig, Incorporated	Patented	D513572	6/3/2004

PATENT APPLICATIONS

<u>Patent</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
DESIGN – B50 BREW HEAD PORTION	Keurig, Incorporated	29/233145	6/28/2005
BEVERAGE FILTER CARTRIDGE Claims to cartridge with fluted/pleated filter	Keurig, Incorporated	10/658925	9/10/2003

Patent	Owner	Application Number	Application Date
SYSTEM FOR DISPENSING METERED VOLUMES OF HEATED WATER TO THE BREW CHAMBER OF A SINGLE SERVE BEVERAGE BREWER Claims to B50/60 style system	Keurig, Incorporated	10/832474	4/26/2004
METHOD AND APPARATUS FOR LIQUID LEVEL SENSING Claims to Disc-type float, float chamber extending below tank floor, and float presenting only two points of contact with opposed float chamber walls.	Keurig, Incorporated	11/168885	6/28/2005
METHOD AND APPARATUS FOR PUMP CONTROL Claims to calibration to determine pump index and control of pump operation based on index and/or power supplied to pump.	Keurig, Incorporated	11/168860	6/28/2005
METHOD AND APPARATUS FOR SENSING LIQUID LEVEL USING BASELINE CHARACTERISTIC Claims to determining voltage or other probe circuit characteristic in "dry" condition and using characteristic to determine liquid level.	Keurig, Incorporated	11/168884	6/28/2005
DRAIN FOR BEVERAGE FORMING MACHINE Claim 1 to drain system for tank of beverage precursor liquid and controller adapted to automatically perform drain operation. Claims 14 and 28 to a drain system configured to empty liquid from tank into reservoir.	Keurig, Incorporated	11/224672	9/12/2005
New B50 and B3000 style handle/linkage for brew chamber operation.	Keurig, Incorporated		3/23/2006

<u>Patent</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
VACUUM-FILLED METERING CUP Claims to brew system with storage tank, metering chamber and air activated "means" for providing water to brew chamber.	Keurig, Incorporated		

PATENT LICENSES

None.