

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Teavana Franchising Corporation		05/19/2006	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
Name:	PNC Bank		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	78204792	TOLIFE TEA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2148554500		
Email:	jmuennink@jenkens.com		
Correspondent Name:	Cathryn A. Berryman/Jenkins & Gilchrist		
Address Line 1:	1445 Ross Ave., Suite 3700		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	55389-18		
NAME OF SUBMITTER:	Attorney for Applicant		
Signature:	/Cathryn A. Berryman/		
Date:	10/13/2006		

CH \$40.00 78204792

**Total Attachments: 7**

source=55389 tm security 1160549\_1#page1.tif  
source=55389 tm security 1160549\_2#page1.tif  
source=55389 tm security 1160549\_3#page1.tif  
source=55389 tm security 1160549\_4#page1.tif  
source=55389 tm security 1160549\_5#page1.tif  
source=55389 tm security 1160549\_6#page1.tif  
source=55389 tm security 1160549\_7#page1.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is between Teavana Franchising Corporation (the "Debtor"), and PNC Bank, National Association (the "Secured Party") and is executed pursuant to that certain Revolving Credit, Term Loan, and Security Agreement dated as of May 19, 2006 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement") among the Debtor, the affiliates of the Debtor party thereto, and the Secured Party. All terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement.

### RECITAL:

Pursuant to the terms of the Credit Agreement, the Debtor has granted to the Secured Party, for the benefit of the Secured Party, a lien and security interest in all General Intangibles (as defined in the Credit Agreement) of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

### Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party, for the benefit of the Secured Party, to secure the payment of the Obligations, a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, 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 appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) each trademark registration ("Trademark Registration"); and (c) each trademark application ("Trademark

Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"), to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Credit Agreement.


The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 19 day of May, 2006.

DEBTOR:

TEAVANA FRANCHISING CORPORATION

By:   
Dan Glennon  
Chief Financial Officer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Timothy S. Culver  
Vice President

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 11 day of May, 2006.

DEBTOR:

TEAVANA FRANCHISING CORPORATION

By: \_\_\_\_\_  
Dan Glennon  
Chief Financial Officer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: Timothy S. Culver  
Timothy S. Culver  
Vice President

ACKNOWLEDGMENT

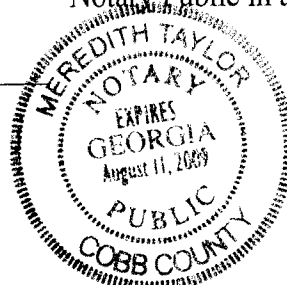
STATE OF Georgia )  
 )  
COUNTY OF Fulton )

This instrument was acknowledged before me this 18 day of May, 2006, by Dan Glennon, as Chief Financial Officer of TEAVANA FRANCHISING CORPORATION, a Georgia corporation, on behalf of such company.

{Seal}

[Signature]  
Notary Public in and for the State of Georgia

My commission expires: Aug 11 2009



STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_\_\_ day of May, 2006, by Timothy S. Culver, as Vice President of PNC Bank, National Association, on behalf of such banking association.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of May, 2006, by Dan Glennon, as Chief Financial Officer of TEAVANA FRANCHISING CORPORATION, a Georgia corporation, on behalf of such company.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 18 day of May, 2006, by Timothy S. Culver, as Vice President of PNC Bank, National Association, on behalf of such banking association.

{Seal}

Tere P. Curtis  
Notary Public in and for the State of Texas

My commission expires: June 29, 2008





SCHEDULE 1

Teavana Franchising Corporation

<b>Owner of Record</b>	<b>Mark</b>	<b>Registration/ Serial No.</b>	<b>Registration/ Filing Date</b>	<b>Status</b>	<b>Goods/Services</b>	<b>Liens or Assignments</b>
Teavana Franchising Corporation	TOLIFE TEA	78/204792	01/07/2003	Registered	Tea drinks, in Class 30	--