

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
Consolidated Coffee, Inc.		12/11/2006	CORPORATION: DELAWARE
Eight O'Clock Coffee Company		12/11/2006	CORPORATION: DELAWARE
Eight O'Clock Holdings, Inc.		12/11/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, as Administrative Agent for the Second Lien Secured Parties
Street Address:	245 Park Avenue
Internal Address:	36th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167-0062
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1409723	BOKAR
Registration Number:	1409722	EIGHT O'CLOCK
Registration Number:	2931238	EIGHT O'CLOCK
Registration Number:	2695574	EIGHT O'CLOCK COFFEE ROYALE
Serial Number:	78200358	TOO GOOD TO BE PUT IN A CAN

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2137
 Email: lashanajimmar@paulhastings.com
 Correspondent Name: LaShana C. Jimmar, Sr. Paralegal

CH \$140.00 1409723

Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker LLP
Address Line 4: Ellenwood, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	12/12/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of December, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Term Loan Credit Agreement dated as of December 11, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Consolidated Coffee, Inc., a Delaware corporation, and Eight O'Clock Coffee Company, a Delaware corporation, as borrowers ("Borrowers"), Eight O'Clock Holdings, Inc., as parent guarantor, the lenders party thereto as "Lenders" ("Lenders"), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of December 11, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **INTERCREDITOR AGREEMENT.** Anything herein to the contrary notwithstanding, the liens and security interests granted to the Administrative Agent pursuant to the Loan Documents and the exercise of any right or remedy with respect thereto are subject to the provisions of that certain Amended and Restated Intercreditor Agreement dated as of December 11, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, as First Lien Agent, and the Administrative Agent, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

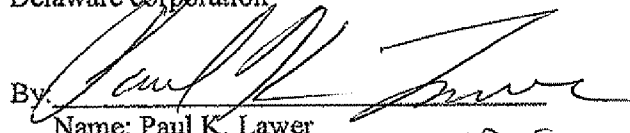
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

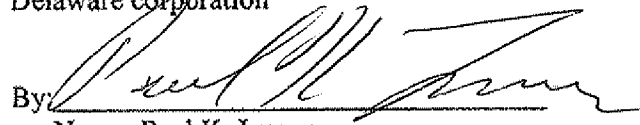
CONSOLIDATED COFFEE, INC., a Delaware corporation

By: 
Name: Paul K. Lawer
Title: Chief Financial Officer and Secretary

EIGHT O'CLOCK COFFEE COMPANY, a Delaware corporation

By: 
Name: Paul K. Lawer
Title: Chief Financial Officer, *EMP & SCLY*

EIGHT O'CLOCK HOLDINGS, INC., a Delaware corporation

By: 
Name: Paul K. Lawer
Title: Chief Financial Officer *& SCLY*

ACCEPTED AND ACKNOWLEDGED BY:

**COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK INTERNATIONAL", NEW
YORK BRANCH**, as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

CONSOLIDATED COFFEE, INC., a Delaware corporation

By: _____
Name: Paul K. Lawer
Title: Chief Financial Officer and Secretary

EIGHT O'CLOCK COFFEE COMPANY, a Delaware corporation

By: _____
Name: Paul K. Lawer
Title: Chief Financial Officer

EIGHT O'CLOCK HOLDINGS, INC., a Delaware corporation

By: _____
Name: Paul K. Lawer
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK INTERNATIONAL", NEW
YORK BRANCH**, as Administrative Agent

By: Michèle Donegan
Name:
Title:

By: Brett Delfino
Name: **Brett Delfino**
Title: **Executive Director**

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

**TRADEMARK
REEL: 003442 FRAME: 0656**

SCHEDULE I

Trademarks

Trademark	Jurisdiction	Registration or Application No. (indicate if an application)	Registration Date
BOKAR	U.S.	1,409,723	9/16/1986
BOKAR	Canada	UCA015,478	3/24/1941
EIGHT O'CLOCK	U.S.	1,409,722	9/16/1986
EIGHT O'CLOCK	U.S.	2,931,238	3/8/2005
EIGHT O'CLOCK	Japan	3,043,161	5/31/1995
EIGHT O'CLOCK	Canada	TMA425,098	3/11/1994
EIGHT O'CLOCK COFFEE ROYALE	U.S.	2,695,574	3/11/2003
TOO GOOD TO BE PUT IN A CAN	U.S.	78,200,3 ⁵⁸ (application)	1/6/2003 (Application Date)

Second Lien

NY01/MAHAV/1148291.2

RECORDED: 12/12/2006

TRADEMARK
REEL: 003442 FRAME: 0657