

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Joinder to Trademark Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cafelatera De Tierras Ticas, S. A.	FORMERLY Beneficio del Rio Tarrazu, S.A.	10/03/2006	CORPORATION: COSTA RICA
Haciendas Volagro, S.A.		10/03/2006	CORPORATION: COSTA RICA
Cafetalera Del Hibrido Tico, S.A.		10/03/2006	CORPORATION: COSTA RICA

RECEIVING PARTY DATA

Name:	Allied Capital Corporation
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10023
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78772248	MADE IN THE SHADE
Serial Number:	78654834	NUTTICHILLA
Serial Number:	78654827	VANILLACHILLA
Serial Number:	78518767	CAPPACHILLA
Serial Number:	78518745	MOCHACHILLA
Registration Number:	2363898	DISTANT LANDS COFFEE ROASTER
Registration Number:	2359485	DISTANT LANDS COFFEE ROASTER
Registration Number:	2819280	DISCOVERY COLLECTION
Registration Number:	2946874	
Registration Number:	1747312	COUNTRY COFFEE COMPANY
Registration Number:	1748738	COUNTRY COFFEE COMPANY
Registration Number:	3028300	LA MINITA TARRAZU

CH \$315.00 78772248

CORRESPONDENCE DATA

Fax Number: (202)682-3580
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202682350
Email: jrynkiewicz@kayescholer.com
Correspondent Name: John P. Rynkiewicz
Address Line 1: 901 Fifteenth Street, N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	01083-0003
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	12/22/2006

Total Attachments: 7
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**JOINDER TO
TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

JOINDER TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of October 3, 2006 (this "Joinder Agreement"), by and among CAFELATERA DE TIERRAS TICAS, S.A., f/k/a Beneficio del Rio Tarrazu, S.A., a corporation organized under the laws of Costa Rica ("Cattica"), HACIENDAS VOLAGRO, S.A., a corporation organized under the laws of Costa Rica ("Volagro") CAFETALERA DEL HIBRIDO TICO, S.A., a corporation organized under the laws of Costa Rica ("Tico" and together with Cattica and Volagro, "New Grantors") and ALLIED CAPITAL CORPORATION, a Maryland corporation (the "Lender").

RECITALS

WHEREAS, Country Coffee Company, Inc., a Texas corporation, and La Minita Corp., a Delaware corporation (each, a "Borrower" and collectively, the "Borrowers") have entered into that certain Senior Secured Loan Agreement, dated as of January 12, 2006 (as such agreement may be amended, supplemented, restated or otherwise modified and in effect from time to time, the "Loan Agreement"), with the Lender, pursuant to which the Lender has agreed to make Loans to the Borrowers in the amounts specified and on the terms and subject to the conditions set forth therein.

WHEREAS, the Borrowers, DLCR Acquisition, LLC, a Delaware limited liability company, and the Subsidiary Guarantors party thereto (collectively, the "Grantors") have entered into that certain (i) Security and Pledge Agreement, dated as of January 12, 2006 (as such agreement may be amended, supplemented, restated or otherwise modified and in effect from time to time, the "Security Agreement") and (ii) Trademark Security Agreement Supplement, dated as of January 12, 2006 (as such agreement may be amended, supplemented, restated or otherwise modified and in effect from time to time, the "Trademark Supplement"), to secure the Obligations under the Loan Agreement and the other Loan Documents. All capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Loan Agreement, Security Agreement or Trademark Supplement, as applicable.

WHEREAS, the Borrowers have requested amendments and modifications to the Trademark Supplement to (i) add new Grantors and (ii) require the Costa Rican Subsidiaries pledge their Trademark Collateral;

NOW, THEREFORE, in consideration of all the terms and conditions contained herein and of any Loans now or hereafter made to or for the benefit of the Borrowers by the Lender, the parties hereto agree to the following amendments and modifications to the Trademark Supplement:

1. **Joinder.**

This Joinder Agreement supplements the Trademark Supplement and is delivered by each of the New Grantors, pursuant to Section 8.10 of the Loan Agreement. Each of the New Grantors hereby agrees to be bound as a Grantor party to the Trademark Supplement by all of the terms, covenants and conditions set forth in the Trademark

Supplement to the same extent that it would have been bound if it had been a signatory to the Trademark Supplement on the date of the Trademark Supplement. Without limiting the generality of the foregoing, each of the New Grantors hereby mortgages, pledges, assigns, hypothecates, transfers, sets over, conveys and delivers to the Secured Party (for the benefit of the Secured Parties) a continuing security interest in, and Lien on, its right, title and interest in the Trademark Collateral (including but not limited to any such items that are described in Section 1 of the Trademark Supplement), as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations. Schedule A to the Trademark Supplement is hereby replaced in its entirety by Schedule A attached hereto.

2. **Governing Law.** THIS AGREEMENT AND EACH LOAN DOCUMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

3. **Paragraph Headings.** The paragraph headings contained in this Joinder Agreement are and shall be without substance, meaning or content of any kind whatsoever and are not a part of the agreement among the parties thereto.

4. **Successors and Assigns.** The provisions of this Joinder Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Integration.** This Joinder Agreement represents the entire agreement of the parties hereto with respect to the amendment of the Trademark Supplement. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto, relating to the subject matter of this Joinder Agreement, which are not fully expressed herein.

6. **Severability.** If any provisions of this Joinder Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Joinder Agreement in any jurisdiction.

7. **Further Assurances.** The parties hereto shall, at any time and from time to time following the execution of this Joinder Agreement, execute and deliver all such further instruments and take all such further action as may be reasonably necessary or appropriate in order to carry out the provisions of this Joinder Agreement.

8. **Consultation with Advisors.** Each of the parties hereto acknowledges that it has consulted with counsel and with such other experts and advisors as it has deemed necessary in connection with the negotiation, execution and delivery of this Joinder Agreement. This Joinder

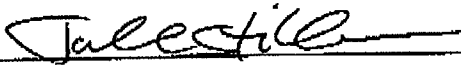
Agreement shall be construed without regard to any presumption or rule requiring that it be construed against the party causing this Joinder Agreement or any part thereof to be drafted.

9. **Counterparts.** This Joinder Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by telecopier shall be effective as delivery of a manually executed counterpart.

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

HACIENDAS VOLAGRO, S.A.
CAFETALERA DEL HIBRIDO TICO,
S.A
CAFETALERA DE TIERRAS TICAS,
S.A.

By: 
Name:
Title:

ALLIED CAPITAL CORPORATION, as
Lender

By: _____
Name:
Title:


[IP Joinder Signature Page]

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

**HACIENDAS VOLAGRO, S.A.
CAFETELERA DEL HEBRIDO TICO, S.A
CAFELETERA DE TIERRAS TICAS, S.A.**

By: _____
Name:
Title:

ALLIED CAPITAL CORPORATION, as Lender

By:  _____
Name: J. S. Maccarone
Title: Managing Director

SCHEDULE A
Trademark Collateral

Grantor	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction
Country Coffee Company, Inc.	Distant Lands Coffee Roaster and design	7/4/00	2,363,898, U.S.A.
Country Coffee Company, Inc.	Distant Lands Coffee Roaster	6/20/00	2,359,485, U.S.A.
Country Coffee Company, Inc.	Discovery Collection	3/2/04	2,819,280, U.S.A.
Country Coffee Company, Inc.	design	5/3/05	2,946,874, U.S.A.
Country Coffee Company, Inc.	Country Coffee Company and design	1/19/93	1,747,312, U.S.A.
Country Coffee Company, Inc.	Country Coffee Company	1/26/93	1,748,738, U.S.A.
La Minita Corp.	La Minita Tarazzu	12/13/05	3,028,300, U.S.A.

Grantor	Trademark or Service Mark	Expiration Date	Registration Number and Jurisdiction
Cafetalera De Tierras Ticas, S.A.	La Minita	November 20, 2010	73666 CR
Cafetalera De Tierras Ticas, S.A.	EL CONQUISTADOR	August 01, 2010	72705 CR
Cafetalera De Tierras Ticas, S.A.	EL INDIO	February 19, 2011	74649 CR
Cafetalera De Tierras Ticas, S.A.	LA CASCADA	August 01, 2010	72704 CR
Haciendas Volagro, S.A.	BENEFICIO RIO NEGRO (LOGO)	June 13, 2099	101972 CR
Haciendas Volagro, S.A.	BENEFICIO EL GENERAL (LOGO)	June 13, 2099	101973 CR
Haciendas Volagro, S.A.	HACIENDA RIO NEGRO	May 23, 2011	2224-7978 CR
Haciendas Volagro, S.A.	ESTATE LA COLIMA (HACIENDA LA COLIMA)	August 6, 2013	139694 CR

Haciendas Volagro, S.A.	HACIENDA RIO NEGRO VOLCAFE (DISENO)	October, 20, 2013	142196 CR
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Grantor (Licensor / Licensee)	Trademark License (Title/Agreement/ Subject Matter)	Date Granted	Registration No. and Jurisdiction
None			

Grantor	Trademark or Service Mark Application	Date Filed	Application No. and Jurisdiction
Country Coffee Company, Inc.	Made in the Shade	12/13/05	78-772,248, U.S.A.
Country Coffee Company, Inc.	Nuttichilla	6/21/05	78-654,834, U.S.A.
Country Coffee Company, Inc.	Vanillachilla	6/21/05	78-654,827, U.S.A.
Country Coffee Company, Inc.	Cappachilla	11/17/04	78-518,767, U.S.A.
Country Coffee Company, Inc.	Mochachilla	11/17/04	78-518,745, U.S.A.

Grantor	Trademark	Other Relevant Information regarding Unregistered Trademark
None		