

12-15-2006

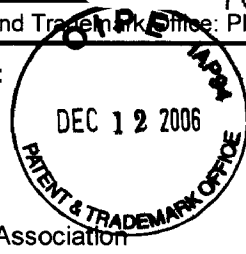
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103349943

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.12.06



1. Name of conveying party(ies):

Tetley GB Limited

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Partnership
- Association
- Limited Partnership

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 17 November 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Standard Chartered Bank, as security trustee

Internal

Address: \_\_\_\_\_

Street Address: 1 Aldermanbury Square

City: London

State: \_\_\_\_\_

Country: United Kingdom Zip: EC2V 7SB

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
none

B. Trademark Registration No.(s)  
1839551, 2155846

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jakub Maslikowski

Internal Address: Linklaters

Street Address: 1345 Avenue of the Americas

City: New York

State: NY Zip: 10105

Phone Number: (212) 830-9541

Fax Number: (212) 903-9100

Email Address: jakub.maslikowski@linklaters.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Mitchell L. Garrett*

Signature

11 December 2006

Date

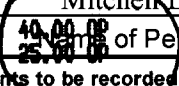
12/14/2006 DBYRNE 00000006 1839551

Mitchell L. Garrett

Total number of pages including cover sheet, attachments, and document:

3

01 FC:8521  
02 FC:8522



Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Execution Copy

**CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY**


**THIS CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY ("Agreement")** is made between **Tetley GB Limited ("Tetley GB")**, with an address at 325 Oldfield Lane North, Greenford, Middlesex UB6 0AZ, England, and **Standard Chartered Bank**, in its trustee capacity as described herein (in such capacity, together with its successors and assigns from time to time in such capacity, the "Security Trustee"), with an address at 1 Aldermanbury Square, London EC2V 7SB, England.

**WHEREAS:** under the terms of a Fixed and Floating Security Document dated the 18th day of October, 2006 between Tetley GB and the Security Trustee (the "Security Document"), Tetley GB has charged, in favour of the Security Trustee as trustee for the "Finance Parties" as identified in the Security Document, by way of first fixed charge all of the rights of Tetley GB in the United States patents and trademark registrations listed in Schedule A annexed hereto ("Secured Intellectual Property"), as security for the payment, discharge and performance of all the liabilities secured under the Security Document.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Tetley GB, Tetley GB confirms that it has charged, and for greater certainty hereby charges, in favour of the Security Trustee all of its rights in the Secured Intellectual Property, as security for the payment, discharge and performance of all the liabilities secured under the Security Document.

**IN WITNESS WHEREOF,** Tetley GB and the Security Trustee have each caused this Agreement to be executed by its duly authorized officer as of the 17th day of November, 2006.

**TETLEY GB LIMITED**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STANDARD CHARTERED BANK, as Security Trustee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTELLECTUAL PROPERTY****TRADEMARKS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>App/Reg.#</b>	<b>STATUS</b>
Round Teabag Device	United States	1839651	Granted
Drawstring	United States	2155848	Granted

**PATENTS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>App/Grant#</b>	<b>STATUS</b>
Infusion Package Machine	United States	633504 / 5233813	Granted
Infusion Package Machine	United States	08/100564 / 5459980	Granted
Project Hillingdon	United States	104135 / 5511359	Granted
Project Hillingdon	United States	638795 / 5669938	Granted
Sandon Machine	United States	836509 / 5951452	Granted