

FORM PTO-1618A
Expires 06/30/89
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
Effective Date
Month Day Year
- ☐ **Merger**
- ☐ **Change of Name**
- ☒ **Other** **TERMINATION AND RELEASE OF TRADEMARK
SECURITY AGREEMENT**

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☒ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

- ☐ Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code
- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

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REEL: 003587 FRAME: 0046

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

703.415.0100

Name

STEWART L. GITLER

Address (line 1)

HOFFMAN, WASSON & GITLER, P.C.

Address (line 2)

2461 SOUTH CLARK STREET

Address (line 3)

SUITE 522

Address (line 4)

ARLINGTON, VA 22202

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74,022	583,889	1,022,786

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

Method of Payment:

Enclosed ☐Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

08-2455

Authorization to charge additional fees:

Yes ☐No ☒

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stewart L. Gitler

Name of Person Signing

Signature

7-27-2007

Date Signed

TRADEMARK

REEL: 003587 FRAME: 0047

**TERMINATION AND RELEASE
OF
TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2007 by and between The Bank of Nova Scotia, a Canadian Chartered Bank with an office at West Metro Commercial Banking Centre, 4th Floor, 2 Robert Speck Parkway, Mississauga, Ontario L4Z 1H8, in its capacity as agent for the Lenders (as defined in the Loan Agreement) (the "Agent"), under the Trademark Agreement (as defined herein) and Limerick Tea & Coffee USA, L.P., a New Jersey limited partnership, having its principal place of business at 21 Grand Avenue, Palisades Park, New Jersey 07650-1027 (the "Company").

WHEREAS, pursuant to the terms of (i) the Loan Agreement, dated as of December 8, 2005 between Mother Parker's Tea & Coffee Inc., the Company, the Agent and others (as amended and in effect from time to time, the "Loan Agreement"), and (ii) the Trademark Security Agreement (the "Trademark Agreement"), dated as of December 8, 2005, between the Company and the Agent and recorded with the U.S. Patent and Trademark Office on December 23, 2005 at (Trademark Reel 3279 and Frame 0089), the Company granted to the Agent a security interest in and lien on, and collaterally assigned to the Agent all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A attached hereto (such scheduled trademarks referred to herein as the "Named Trademarks"); and

WHEREAS, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Company hereby agree as follows:

1. Release and Assignment. On behalf of itself and all Lenders, the Agent hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Agent hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above. For greater clarity, this Termination and Release shall not extend to any trademarks, trademark registrations and associate goodwill which are not identified on Schedule A, and the security interest of the Agent in all such trademarks, trademark registrations and associate goodwill remains in full force and effect.


2. Acknowledgment and Acceptance. The Company hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date first set forth above.

THE BANK OF NOVA SCOTIA, as Agent

By:


Name: Dana Maloney
Title: Authorized Signatory

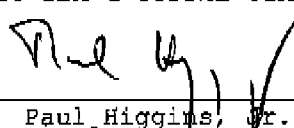

Name: Paul Rostrop
Title: Authorized Signatory

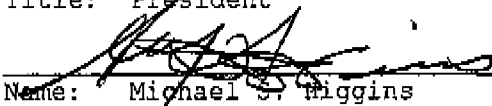
Accepted:

LIMERICK TEA & COFFEE USA, L.P., a
Limited Partnership, by its General
Partner,

BALCARIS TEA & COFFEE USA, INC.

By:



Name: Paul Higgins, Jr.
Title: President


Name: Michael S. Higgins
Title: Secretary

CERTIFICATE OF ACKNOWLEDGMENT

PROVINCE OF ONTARIO)

Before me, the undersigned, a Commissioner for Oaths in and for the Province aforesaid, on this 14th day of June, 2007, personally appeared (i) Paul Rostrop and (ii) Dana Maloney and who, being by me duly sworn, each deposes and says that he is an Authorized Signatory of The Bank of Nova Scotia, as Agent, and that said instrument was signed and authorized on behalf of The Bank of Nova Scotia, as Agent, and said Authorized Signatories acknowledged said instrument to be the free act and deed of The Bank of Nova Scotia, as Agent.


A COMMISSIONER FOR OATHS
MY COMMISSION EXPIRES N/A

SCHEDULE A**TRADEMARKS RECORDED AT U.S. PATENT AND TRADEMARK OFFICE**

MISCELLANEOUS DESIGN	1,022,786	October 14, 1975
SAVARIN (Stylized)	583,889	December 22, 1953
SAVARIN (Stylized)	74,002	June 8, 1909

TRADEMARKS RECORDED IN OTHER INTERNATIONAL OFFICES

SAVARIN	818149060	February 4, 1997	Brazil
SAVARIN	698847	July 23, 2004	Chile
SAVARIN	399277	March 13, 1998	Korea (South)
SAVARIN	P182077	October 10, 1995	Venezuela

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