

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
Teavana Holdings, Inc.		06/12/2008	CORPORATION: DELAWARE
Teavana Corporation		06/12/2008	CORPORATION: GEORGIA
ST Acquisition Company		06/12/2008	CORPORATION: CONNECTICUT
Teavana Franchising Corporation		06/12/2008	CORPORATION: GEORGIA
Teavana International, Inc.		06/12/2008	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 South Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3158206	
Registration Number:	3401416	9 TREASURES
Registration Number:	3398054	AZTECA FIRE
Registration Number:	3398052	BANANA CALYPSO
Registration Number:	3401348	BANANA KIWI KARMA
Registration Number:	3401324	BLUEBERRY BLISS
Registration Number:	3434589	CARIBBEAN BREEZE
Registration Number:	3408533	CHOCONUT GREEN TEA
Registration Number:	3401303	CLOUD 9 ROOIBOS
Registration Number:	3408512	COCONUT ALOHA
Registration Number:	3401417	EMERALD PRINCESS

CH \$1190.00 3158206

Registration Number:	3401404	EMPRESS OF CHINA
Registration Number:	3371043	FORMOSA NUT OOLONG
Registration Number:	3401431	GREEN TEA HEAVEN
Registration Number:	3408508	GREEN TEA MOJO
Registration Number:	3372774	LAVENDER DREAMS
Registration Number:	3398177	MATE'VANA
Registration Number:	3369122	OPENING THE DOORS TO HEALTH, WISDOM, AND HAPPINESS
Registration Number:	3398124	PLUM HARVEST
Registration Number:	3398050	PRECIOUS WHITE PEACH
Registration Number:	3369128	QUEEN OF BABYLON
Registration Number:	3401354	ROOIBOS ALA MOANA
Registration Number:	3401350	ROOIBOS ROSE GARDEN
Registration Number:	3401349	ROOIBOS SWEET AMORE
Registration Number:	3401353	ROOIBOS TROPICA
Registration Number:	3401398	ROSE MARZIPAN DELIGHT
Registration Number:	3369125	SCARLET CLOUD
Registration Number:	3429939	SHANGHAI DREAMS
Registration Number:	3398051	SIX SUMMITS OOLONG
Registration Number:	3369131	SNOW GEISHA
Registration Number:	3369129	SPICE OF LIFE
Registration Number:	3401435	STRAWBERRY SLENDER PU-ERH
Registration Number:	3372775	SWEET LILY WHITE
Registration Number:	3369124	TEA IS THE ELIXIR OF LIFE THAT WARMS THE HEART, HEALS THE BODY, AND FREES THE SPIRIT
Registration Number:	3404971	TEAFREEZA
Registration Number:	3434373	TEAOPIA
Registration Number:	2886663	TEATOPIA
Registration Number:	2612225	TEAVANA
Registration Number:	3417360	TO LIFE
Registration Number:	3369135	TRANQUIL DREAM
Registration Number:	3287442	SPECIAL TEAS SEARCHING THE WORLD FOR THE FINEST TEAS.
Serial Number:	77409520	DANCING LEAF
Serial Number:	77406025	EQUATRADE
Serial Number:	77233261	HAUTE CHOCOLATE

Serial Number:	77232183	PEACH TRANQUILITY
Serial Number:	77230082	PEAR LUNA
Serial Number:	77233241	SWEET FRUIT GARDEN

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	27662-0041
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	07/07/2008

Total Attachments: 25

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 12, 2008 by **Teavana Holdings, Inc.**, a Delaware corporation ("Holdings"), **Teavana Corporation**, a Georgia corporation ("Company"), **ST Acquisition Company**, a Connecticut corporation ("ST") and, together with Company, collectively, the "Borrowers" and, individually, a "Borrower"), **Teavana Franchising Corporation**, a Georgia corporation ("TFC"), and **Teavana International, Inc.**, a Georgia corporation ("TI") and, together with Holdings, Borrowers and TFC, collectively, the "Obligors" and, individually, an "Obligor", to **Fifth Third Bank**, an Ohio banking corporation ("Bank").

WITNESSETH:

WHEREAS, the Obligors and Bank have entered into that certain Loan and Security Agreement dated as of June 12, 2008 (as amended, modified or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of the Borrowers thereunder that, among other things, each Obligor execute and deliver to Bank this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities:

(A) each Obligor hereby grants to the Bank a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Obligor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Obligor pursuant to such Licenses) in each case to

the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Bank's request, each Obligor will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. **Restrictions on Future Agreements.** Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, such Obligor will not, without Bank's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Bank's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement unless and to the extent that such Obligor has concluded in the exercise of reasonable commercial judgment that any such rights are no longer of material importance to the business of such Obligor. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto.

4. **Certain Covenants, Representations and Warranties of each Obligor.** Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of

quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Bank prompt written notice thereof. Each Obligor hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of any Obligor or rights of Bank hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Bank to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Loan Agreement.

7. **Inspection.** Bank shall have the right, at any time and from time to time, to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Bank to each Obligor of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made

by Bank pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. **Duties of the Obligor**. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligor. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank.

10. **Bank's Right to Sue**. From and after the occurrence and during the continuance of a Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, each Obligor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. **Waivers**. No course of dealing between any Obligor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances**. Each Obligor shall execute and deliver to Bank, at any time or times hereafter at the request of Bank, all papers (including, without limitation, any as may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office,

and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Bank as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Bank and its respective successors, assigns and nominees.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

TEAVANA CORPORATION

By: Daniel P. Glenn
Name: Daniel P. Glenn
Title: CEO

ST ACQUISITION COMPANY

By: Daniel P. Glenn
Name: Daniel P. Glenn
Title: CEO

TEAVANA HOLDINGS, INC.

By: Daniel P. Glenn
Name: Daniel P. Glenn
Title: CEO

TEAVANA FRANCHISING CORPORATION

By: Daniel P. Glenn
Name: Daniel P. Glenn
Title: CEO

TEAVANA INTERNATIONAL, INC.

By: Daniel P. Glenn
Name: Daniel P. Glenn
Title: CEO

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

FIFTH THIRD BANK

By: 

Name: LOREN G. WILLET

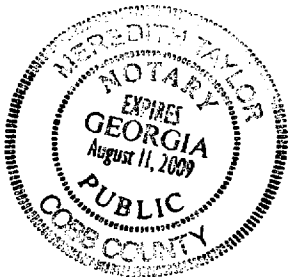
Title: VICE PRESIDENT

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel P. Glennon, personally known to me to be the CFO of Teavana Corporation, a Georgia corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9 day of June, 2008.

(NOTARIAL SEAL)



[Signature]
Notary Public

My Commission Expires: Aug 11, 2009

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel P. Glenn, personally known to me to be the CEO of ST Acquisition Company, a Connecticut corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9 day of June, 2008.

(NOTARIAL SEAL)



[Signature]
Notary Public

My Commission Expires: Aug 11, 2009

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel Glenn, personally known to me to be the CFO of Teavana Holdings, Inc., a Delaware corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 10 day of June, 2008.

(NOTARIAL SEAL)



[Signature]
Notary Public

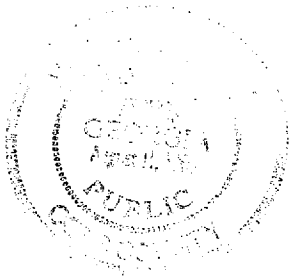
My Commission Expires: Aug 11, 2009

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel P. Glennon, personally known to me to be the CFO of Teavana Franchising Corporation, a Georgia corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9 day of June, 2008.

(NOTARIAL SEAL)



[Signature]
Notary Public

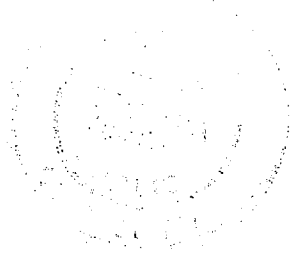
My Commission Expires: Aug 11, 2009

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel P. Glennon, personally known to me to be the CFO of Teavana International, Inc., a Georgia corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9 day of June, 2008.

(NOTARIAL SEAL)



[Signature]
Notary Public

My Commission Expires: Aug 11, 2011

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

None.

BALT14433341.3

TRADEMARK
REEL: 003811 FRAME: 0024

SCHEDULE B

COPYRIGHTS

Unregistered copyrights: (1) specialteas.com website; (2) SpecialTeas Retail catalog and (3) SpecialTeas Wholesale catalog.

BALTI14433341.3

TRADEMARK
REEL: 003811 FRAME: 0025





SCHEDULE C
PATENT AND COPYRIGHT LICENSES

None.




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SCHEDULE D



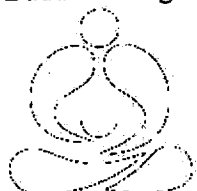
TRADEMARKS, SERVICE MARKS

Mark	Country	Reg. #/ Reg. Date	App. #/ App. Date
TEAVANA	Australia		1197206 09/03/2007
Buddha Design 	Canada		1,281,546 11/18/2005
TEAVANA	Canada		1,281,548 11/18/2005
Buddha Design 	China		5575412 08/30/2006
Buddha Design 	China		5575411 08/30/2006
Buddha Design 	China		5575413 08/30/2006
TEAVANA	China		5575415 08/30/2006
TEAVANA	China		5575414 08/30/2004
TEAVANA	China		5575416 08/30/2006


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Mark	Country	Reg. #/ Reg. Date	App. #/ App. Date
TEAVANA in Chinese Characters 特菟娜	China		
TEAVANA in Chinese Characters 茶瓦那	China		
TEAVANA in Chinese Characters 茶极天境	China		
TEAVANA	European Community	004098588 01/19/2006	004098588 10/29/2004
Buddha Design 	Hong Kong	300713510 09/02/2006	300713510 09/02/2006
Buddha Design 	Hong Kong	300649981 06/01/2006	300649981 06/01/2006
TEAVANA	Hong Kong	300649972 06/01/2006	300649972 06/01/2006
TEAVANA	Hong Kong	300713501 09/02/2006	300713501 09/02/2006
Buddha Design  Extension of Protection: Australia, European Community, Japan, Korea, Turkey	International Registration	948 948 12/10/2007	12/10/2007
TEAVANA Extension of Protection: Australia, Japan, Korea Turkey	International Registration	0840436 11/08/2004	11/08/2004

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Mark	Country	Reg. #/ Reg. Date	App. #/ App. Date
TEAVANA	Japan	0840436 11/08/2004	11/08/2004
Buddha Design 	Mexico	973852 02/23/2007	782993 05/17/2006
TEAVANA	Mexico	845989 08/10/2004	668516 07/23/2004
TEAVANA	Mexico	806460 9/09/2003	613151 8/5/2003
TEAVANA (& Design)	Mexico	971297 1/30/2007	825410 12/15/2006
TEAVANA (& Design)	Mexico	975821 3/09/2007	825409 12/15/2006
Buddha Design 	South Africa		2008/04792 03/05/2008
TEAVANA	South Africa		2008/04791 03/05/2008
Buddha Design 	Taiwan	01267934 06/16/2007	95047652 09/19/2006
TEAVANA	Taiwan	01267933 06/16/2007	95047651 09/19/2006
TEAVANA in Chinese Characters	Taiwan		97001072 01/09/2008

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Mark	Country	Reg. #/ Reg. Date	App. #/ App. Date
Buddha Design 	United States	3,158,206 10/17/2006	78/755,770 11/17/2005
9 TREASURES	United States	3,401,416 03/25/2008	77/235,500 07/22/2007
AZTECA FIRE	United States	3,398,054 03/18/2008	77/231,100 07/17/2007
BANANA CALYPSO	United States	3,398,052 03/18/2008	77/231,067 07/17/2007
BANANA KIWI KARMA	United States	3,401,348 03/25/2008	77/234,351 07/20/2007
BLUEBERRY BLISS	United States	3,401,324 03/25/2008	77/233,989 07/19/2007
CARIBBEAN BREEZE	United States	3,434,589 05/27/2008	77/231,816 07/17/2007
CHOCONUT GREEN TEA	United States	3,408,533 04/08/2008	77/238,627 07/25/2007
CLOUD 9 ROOIBOS	United States	3,401,303 03/25/2008	77/233,288 07/19/2007
COCONUT ALOHA	United States	3,408,512 04/08/2008	77/235,778 07/23/2007
DANCING LEAF	United States		77/409,520 02/29/2008
EMERALD PRINCESS	United States	3,401,417 03/25/2008	77/235,502 07/22/2007
EMPRESS OF CHINA	United States	3,401,404 03/25/2008	77/235,243 07/20/2007
EQUATRADE	United States		77/406,025 02/26/2008
FORMOSA NUT OOLONG	United States	3,371,043 01/15/2008	77/231,055 07/17/2007
GREEN TEA HEAVEN	United States	3,401,431 03/25/2008	77/235,693 07/23/2007
GREEN TEA MOJO	United States	3,408,508 04/08/2008	77/235,505 07/22/2007
HAUTE CHOCOLATE	United States		77/233,261 07/19/2007

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Mark	Country	Reg. #/ Reg. Date	App. #/ App. Date
LAVENDER DREAMS	United States	3,372,774 01/22/2008	77/229,685 07/13/2007
MATE'VANA	United States	3,398,177 03/18/2008	77/233,250 07/19/2007
OPENING THE DOORS TO HEALTH, WISDOM, AND HAPPINESS	United States	3,369,122 01/15/2008	77/226,514 07/11/2007
PEACH TRANQUILITY	United States		77/232,183 07/18/2007
PEAR LUNA	United States		77/230,082 07/16/2007
PLUM HARVEST	United States	3,398,124 03/18/2008	77/232,188 07/18/2007
PRECIOUS WHITE PEACH	United States	3,398,050 03/18/2008	77/231,051 07/17/2007
QUEEN OF BABYLON	United States	3,369,128 01/15/2008	77/229,732 07/13/2007
ROOIBOS ALA MOANA	United States	3,401,354 03/25/2008	77/234,363 07/20/2007
ROOIBOS ROSE GARDEN	United States	3,401,350 03/25/2008	77/234,358 07/20/2007
ROOIBOS SWEET AMORE	United States	3,401,349 03/25/2008	77/234,356 07/20/2007
ROOIBOS TROPICA	United States	3,401,353 03/25/2008	77/234,362 07/20/2007
ROSE MARZIPAN DELIGHT	United States	3,401,398 03/25/2008	77/235,208 07/20/2007
SCARLET CLOUD	United States	3,369,125 01/15/2008	77/228,507 07/12/2007
SHANGHAI DREAMS	United States	3,429,939 05/20/2008	77/235,702 07/23/2007
SIX SUMMITS OOLONG	United States	3,398,051 03/18/2008	77/231,057 07/17/2007
SNOW GEISHA	United States	3,369,131 01/15/2008	77/230,020 07/15/2007
SPICE OF LIFE	United States	3,369,129 01/15/2008	77/229,904 07/14/2007
STRAWBERRY SLENDER PU-ERH	United States	3,401,435 03/25/2008	77/235,830 07/23/2007
SWEET FRUIT GARDEN	United States		77/233,241 07/19/2007

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Mark	Country	Reg. #/ Reg. Date	App. #/ App. Date
SWEET LILY WHITE	United States	3,372,775 01/22/2008	77/230,017 07/15/2007
TEA IS THE ELIXIR OF LIFE THAT WARMES THE HEART, HEALS THE BODY, AND FREES THE SPIRIT	United States	3,369,124 01/15/2008	77/227,723 07/12/2007
TEAFREEZA	United States	3,404,971 04/01/2008	77/240,319 07/27/2007
TEAOPIA	United States	3,434,373 05/27/2008	77/167,276 04/27/2007
TEATOPIA	United States	2,886,663 09/21/2004	78/306,079 09/26/2003
TEAVANA	United States	2,612,225 08/27/2002	76/244,041 04/20/2001
TO LIFE	United States	3,417,360 04/29/2008	77/228,805 07/13/2007
TRANQUIL DREAM	United States	3,369,135 01/15/2008	77/233,244 07/19/2007

Claims common law rights dating from November 25, 1996 in the trademark SPECIALTEAS & Design. (Note: The SPECIALTEAS mark was the subject of Registration No. 2,148,320 (cancelled on January 1, 2005 due to failure to file maintenance documents) and Application Serial No. 78/658,832 (abandoned on July 27, 2006 due to failure to respond to Office Action.)

SPECIAL TEAS SEARCHING THE WORLD FOR THE FINEST TEAS, Serial Number: 77032880, filed October 31, 2006, Registration Number: 3287442, Registration Date: September 4, 2007

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SCHEDULE E
TRADEMARK LICENSES

None.

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**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Teavana Holdings, Inc., a Delaware corporation ("Holdings"), Teavana Corporation, a Georgia corporation (the "Company"), ST Acquisition Company, a Connecticut corporation ("ST" and, together with the Company, collectively, the "Borrowers" and, individually, a "Borrower"), Teavana Franchising Corporation, a Georgia corporation ("TFC"), and Teavana International, Inc., a Georgia corporation ("TI" and, together with Holdings, Borrowers and TFC, collectively, the "Obligors" and, individually, an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated June 12, 2008 (the "Collateral Agreement"), each hereby appoints and constitutes Fifth Third Bank ("Bank"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to that certain Loan and Security Agreement, dated as of June 12, 2008, among the Obligors and the Bank and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Loan and Security Agreement.

TEAVANA CORPORATION

By: Daniel P. Glennon
Name: Daniel P. Glennon
Title: CFO

ST ACQUISITION COMPANY

By: Daniel P. Glennon
Name: Daniel P. Glennon
Title: CFO

TEAVANA HOLDINGS, INC.

By: Daniel P. Glennon
Name: Daniel P. Glennon
Title: CFO

TEAVANA FRANCHISING CORPORATION

By: Daniel P. Glennon
Name: Daniel P. Glennon
Title: CFO

TEAVANA INTERNATIONAL, INC.

By: Daniel P. Glennon
Name: Daniel P. Glennon
Title: CFO