

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of Montreal | | 08/13/2008 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Timothy's Coffees of the World Inc. | | |
| Street Address: | 400 Steepprock Drive | | |
| City: | North York, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M3J 3B1 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2935716 | TIMOTHY'S | |
| Registration Number: | 2937237 | TIMOTHY'S WORLD COFFEE | |
| Registration Number: | 2937261 | TIMOTHY'S WORLD COFFEE | |
| Serial Number: | 77216065 | JAZZED UP DECAF | |
| Serial Number: | 77216046 | BIG EASY BOLD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)739-3001 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 202.739.5652 | | |
| Email: | chowell@morganlewis.com | | |
| Correspondent Name: | Catherine R. Howell, Senior Paralegal | | |
| Address Line 1: | 1111 Pennsylvania Avenue, NW | | |
| Address Line 2: | ATTN: TMSU | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20004 | | |
| ATTORNEY DOCKET NUMBER: | 100221-0003. | | |

CH \$140.00 2935716

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

| | |
|--------------------|---------------------------------------|
| NAME OF SUBMITTER: | Catherine R. Howell, Senior Paralegal |
| Signature: | /Catherine R. Howell/ |
| Date: | 08/14/2008 |

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") dated as of August 13, 2008, is made by BANK OF MONTREAL, as Lender (the "Lender"). All capitalized terms used herein that are defined in the Loan Agreement or the Trademark Agreement (each as defined below) and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or Trademark Agreement.

Reference is made to (a) the Bank of Montreal Loan Authorization Agreement, dated as of March 20, 2008 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among 2161001 Ontario Inc. ("2161001") (predecessor of the Borrower (as defined below)) as borrower thereunder, and the Lender as lender thereunder, and (b) the Grant of Security Interest in Trademark Rights, dated as of March 20, 2008 (as amended, supplemented or otherwise modified from time to time, the "Trademark Agreement"), among Timothy's Coffees of the World Inc. (the "Borrower") (as successor by amalgamation to 2161001) and the Lender.

Pursuant to the Trademark Agreement, among other things, the Borrower pledged and granted to the Lender a security interest in, among other things, all of the Borrower's right, title, and interest in and to the trademarks and trademark applications of the Borrower set forth on Annex I hereto (the "Trademarks"), which security interest was recorded with the United States Patent and Trademark Office.

In connection with the payoff of the Loans under the Loan Agreement, the Borrower has informed the Lender of its desire to obtain the release of all rights, title and interest (including, without limitation, all security interests) of the Lender in and to the Trademarks granted under the Trademark Agreement.

Accordingly, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender hereby releases and terminates the lien created by the Borrower under the Trademark Agreement, and all other rights, title and interest (including, without limitation, security interests) of the Lender in and to the Trademarks and all other collateral derived therefrom. The Lender agrees to make Uniform Commercial Code termination statements filings, filings with the United States Patent and Trademark Office, and other filings to evidence the release and termination of such Liens and security interests covering the Trademarks.

The Borrower agrees, upon reasonable request of the Lender, at any time and from time to time, to execute and deliver all such further documents and take such action as may be reasonably necessary or appropriate in order to effectively confirm or carry out the provisions hereof.

This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender, by a duly authorized Officer thereof, has caused this Release to be duly executed as of the date set forth above.

BANK OF MONTREAL

By: *Brett M. Sanchez*
Name: **Brett M. Sanchez**
Title: **Vice President**

Signature Page to Release of Trademark Security Interest

TRADEMARK
REEL: 003835 FRAME: 0909

STATE OF)
) ss
COUNTY OF)

On the ___ day of August, 2008, before me personally came Brett Sanchez; who, being duly sworn, did depose and say that she/he is the Vice President of Bank of Montreal, the bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.



Notary Public OFFICIAL SEAL
DAVID B. ROBERTS
Notary Public - State of Illinois
My Commission Expires Aug 31, 2011

(PLACE STAMP AND SEAL ABOVE)

Annex I

United States Trademark Registrations and Applications

| Trademark | Reg. No. | Wares/Services | Next Renewal Date |
|---------------------------------|--------------------------|-----------------------|--------------------------|
| TIMOTHY'S | 2,935,716 | Coffee | March 29, 2015 |
| TIMOTHY'S WORLD COFFEE | 2,937,237 | Coffee | April 5, 2015 |
| TIMOTHY'S WORLD COFFEE & DESIGN | 2,937,261 | Coffee | April 5, 2015 |
| JAZZED UP DECAF | Serial No. 77/216,065 | Coffee | Filed June 26, 2007 |
| BIG EASY BOLD | Serial No. 77/216,046 | Coffee | Filed June 26, 2007 |