

D:MELENDEZ PEREZ & LEDESMA COMPANY:P.O. BOX 19328

09/16/2008 15:36 FAX 787 622 3940

MELENDEZ-PEREZ&LEDESMA

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Form PTO-1594 (Rev. 08/08)
OMB Collection 0651-0027 (exp. 9/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies): PUERTO RICO COFFEE ROASTERS, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>LIMITED LIABILITY COMPANY</u> Citizenship (see guidelines) <u>PUERTO RICO</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>FIRSTBANK PUERTO RICO</u> Internal Address: <u>P.O. BOX 9146 SAN JUAN, PR 00908-9146</u> Street Address: <u>#1519 PONCE DE LEON AVE</u> City: <u>SAN JUAN</u> State: <u>PUERTO RICO</u> Country: <u>USA</u> Zip: <u>00908</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>PUERTO RICO</u> <input type="checkbox"/> Other Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>June 30, 2008</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ See statement attached Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See statement attached			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>MELENDEZ PEREZ & LEDESMA</u> Internal Address: <u>P.O. BOX 19328</u> <u>SAN JUAN, PR 00910-1328</u> Street Address: <u>#223 PONCE DE LEON AVE</u> City: <u>SAN JUAN</u> State: <u>PUERTO RICO</u> Zip: <u>00917</u> Phone Number: <u>787-622-3939</u> Fax Number: <u>787-622-3940</u> Email Address: <u>www.mplolaw.com</u>		6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>190.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
8. Payment Information: Deposit Account Number _____ Authorized User Name _____		9. Signature:  Signature <u>José J. Ledesma, Esq.</u> Name of Person Signing Date: <u>September 16, 2008</u> Total number of pages including cover sheet, attachments, and document: 14	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

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Attachment 1

**STATEMENT TO BE ATTACHED AND BE PART OF RECORDATION FORM
COVER SHEET (FORM PTO-1594)**

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

B. Trademark Registration No.(s) C. Identification or Description of Trademark(s)

- 1. 1,680,528
- 2. 1,750,885
- 3. 1,779,090
- 4. 2,235,797
- 5. 2,204,031
- 6. 2,198,597
- 7. 7,706,424

- Yaucono
- Yauco Selecto
- YS Yauco Selecto High Mountain Grown
- Café Rico design
- packing dress
- packing dress
- Café Rico

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TRADENAME COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Tradename Collateral Assignment and Security Agreement (the "Agreement") dated as of the 11th day of September, 2008, by and between:

FIRSTBANK PUERTO RICO (hereinafter the "Lender"), a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico, herein represented by its Vice President, **MR. NELSON GONZÁLEZ**, who is of legal age, married, executive and resident of San Juan, Puerto Rico; and

PUERTO RICO COFFEE ROASTERS, LLC (hereinafter the "Assignor"), a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, herein represented by its Vice President, **MR. ROGER TOVAR**, of legal age, married, an executive and resident of San Juan, Puerto Rico.

WITNESSETH:

WHEREAS, Lender has agreed to extend credit to Assignor pursuant to the terms and subject to the conditions set forth in that certain Revolving Credit and Term Loan Agreement dated the date hereof, between the Lender and Assignor (as it may be from time to time further amended, supplemented, extended, renewed or otherwise modified hereinafter called the "Loan Agreement"), and the documents, instruments, and agreements ancillary thereto (as any of the same may be amended, extended or replaced from time to time, the Loan Documents).

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WHEREAS, it is a condition to enter into the Loan Agreement and to extend credit thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that the Assignor grant a security interest in the Tradename (as hereinafter defined) as security for the Secured Obligations (as hereinafter defined).

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows

Section 1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the Tradename applications and Tradenames listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Tradenames"), and the good will of the business to which each of the Tradenames relates.

Section 2. Assignor covenants and warrants that:

- (a) The Tradenames are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of Assignor's knowledge, each of the Tradenames is valid and enforceable;
- (c) No claim has been made that the use of any of the Tradenames does or may violate the rights of any third person;

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- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Tradenames, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Tradenames; and
- (g) Assignor has used, and will continue to use for the duration of this agreement, consistent standards of quality in its manufacture of products sold under the Tradenames.

Section 3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Tradenames, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with **Section 2(g)**.

Section 4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

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Section 5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Tradenames, the provisions of **Section 1** shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

Section 6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future Tradenames and Tradename applications covered by **Sections 1** and **5** hereof.

Section 7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Tradenames on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this **Section 7**, without the prior written consent of Lender.

Section 8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Tradenames, as set forth in **Section 7**, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those 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 Tradenames may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in San Juan, Puerto Rico, or elsewhere, all or from time to time any of the Tradenames, or any interest which the Assignor may have therein, and after deducting from

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the proceeds of sale or other disposition of the Tradenames all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Tradenames shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Tradenames is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Tradenames sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

Section 9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all documents, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Tradenames, subject to any disposition thereof which may have been made by Lender pursuant hereto.

Section 10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining and preserving the Tradenames, or in

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defending or prosecuting any actions or proceedings arising out of or related to the Tradenames, shall be borne and paid by Assignor or demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest prescribed in the Loan Agreement.

Section 11. Assignor shall have the duty through counsel acceptable to Lender, to prosecute diligently any Tradename applications of the Tradenames pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Tradenames, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Tradenames. Any expenses incurred in connection with the Tradenames shall be borne by Assignor. The Assignor shall not abandon any Tradename without the consent of the Lender, which consent shall not be unreasonably withheld.

Section 12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Tradenames, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this **Section 12**.

Section 13. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true

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and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Tradenames, or to grant or issue any exclusive or nonexclusive license under the Tradenames to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Tradenames to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

Section 14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Tradenames.

Section 15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement 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.

Section 16. All of Lender's rights and remedies with respect to the Tradenames, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

Section 17. 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

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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.

Section 18. The terms, clauses and provisions of this Agreement are in addition and not in limitation or substitution of the terms, clauses and provisions set forth in the Loan Agreement. In the event of any inconsistency between this Agreement and the Loan Agreement, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid, enforceable first priority lien and security interest under applicable law upon the Tradenames, but otherwise, provisions of the Loan Agreement shall be controlling.

Section 19. This Agreement is subject to modification only by writing signed by the parties, except as provided in Section 6.

Section 20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

Section 21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Puerto Rico.

[SIGNATURE PAGE FOLLOWS]

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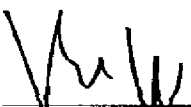
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WITNESS the execution hereof under seal as of the day and year first above written.

FIRSTBANK PUERTO RICO

PUERTO RICO COFFEE ROASTERS, LLC

By: 
Nelson González
Vice President

By: 
Roger Tovar
Vice President

Affidavit Number: 3663

Acknowledged and subscribed to before me in San Juan, Puerto Rico, this 11th day of September, 2008, by the above signed persons, of the personal circumstances and in the capacities and representations stated above, all personally known to me.




NOTARY PUBLIC

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Schedule ATradenames

Mark	Owner	Registration No.	Registration Date	Place of Registration
Yaucono	Jiménez y Gándara, Inc.	1,680,528	March 24, 1992	USPTO
Yauco Selecto	Yauco Selecto, S.E.	1,750,885	February 2, 1993	USPTO
YS Yauco Selecto High Mountain Crown	Yauco Selecto, S.E.	1,779,090	June 29, 1993	USPTO
Café Rico design	Café Rico, Inc.	2,235,797	March 30, 1999	USPTO
packaging dress	Jiménez y Gándara, Inc.	2,204,031	November 17, 1998	USPTO
packaging dress	Jiménez y Gándara, Inc.	2,198,597	October 20, 1998	USPTO
Café Rico	Café Rico, Inc.	32,028	December 16, 1992	Puerto Rico
Café Rico Decaff	Café Rico, Inc.	35,213	November 15, 1994	Puerto Rico
Café Rico 50/50	Café Rico, Inc.	35,214	November 15, 1994	Puerto Rico
Café Rico Espresso	Café Rico, Inc.	35,215	November 15, 1994	Puerto Rico
Grancafé	Café Rico, Inc.	33,335	N/A	Puerto Rico
Yauco Selecto	Yauco Selecto, S.E.	30,945	N/A	Puerto Rico
Yauco Selecto	Yauco Selecto, S.E.	31,264	N/A	Puerto Rico
Caracolillo Suave Superior and design	Yauco Selecto, S.E.	38,159	N/A	Puerto Rico
Selección del Catador and design	Yauco Selecto, S.E.	38,160	N/A	Puerto Rico
Empresa Roma Select and design	Yauco Selecto, S.E.	38,161	N/A	Puerto Rico
Flor de la Cosecha and design	Yauco Selecto, S.E.	38,162	N/A	Puerto Rico
Madre 19 and design	Yauco Selecto, S.E.	38,163	N/A	Puerto Rico

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Mark	Owner	Registration No.	Registration Date	Place of Registration
Reserva de Don Quique and design	Yauco Selecto, S.E.	38,164	N/A	Puerto Rico
La Tahona de Yauco Selecto and design	Yauco Selecto, S.E.	38,909	N/A	Puerto Rico
La Tahona de Yauco Selecto and design	Yauco Selecto, S.E.	38,910	N/A	Puerto Rico
La Tahona de Yauco Selecto and design	Yauco Selecto, S.E.	38,911	N/A	Puerto Rico
Yauco Selecto and Y&S design	Yauco Selecto, S.E.	59,800	N/A	Puerto Rico
Yauco Selecto Coffee	Yauco Selecto, S.E.	67,700	N/A	Puerto Rico
La Yauconita	Jiménez & Fernández Sucrs., Inc.	21,357	N/A	Puerto Rico
Café Rioja and design	HDQ Food Corp.	27,259	N/A	Puerto Rico
Island Coffees Selection and design	HDQ Food Corp.	39,923	N/A	Puerto Rico
Yaucono - Decaff	Jiménez y Gándara, Inc.	58,350	N/A	Puerto Rico
Yaucono - Espresso de Oro	Jiménez y Gándara, Inc.	58,351	N/A	Puerto Rico
Yaucono and design	Jiménez y Gándara, Inc.	65,478	N/A	Puerto Rico
Yaucono Coffee	Jiménez y Gándara, Inc.	67,701	N/A	Puerto Rico
Yaucono Coffee Shop	Jiménez y Gándara, Inc.	68,094	N/A	Puerto Rico
Coffee House on Wheel	Jiménez y Gándara, Inc.	69,473	N/A	Puerto Rico
Yaucono Coffee House	Jiménez y Gándara, Inc.	69,474	N/A	Puerto Rico
Yaucono	Jiménez y Gándara, Inc.	25,769	N/A	Puerto Rico
Grano de Oro and design	Jiménez y Gándara, Inc.	35,772	N/A	Puerto Rico
Yaucono and design	Jiménez y Gándara, Inc.	35,739	N/A	Puerto Rico
Café Mami	Jiménez y Gándara, Inc.	70,633	N/A	Puerto Rico
Café Mamá Inés	Jiménez y Gándara, Inc.	70,634	N/A	Puerto Rico
Café Mami Inés	Jiménez y Gándara, Inc.	70,635	N/A	Puerto Rico
Arroz Yaucono	Jiménez y Gándara, Inc.	70,796	N/A	Puerto Rico

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Pending Applications

Mark	Applicant	Application No.	Application Date	Place of Application
Café Rico	Café Rico, Inc.	77062424	December 12, 2006	USPTO

Unregistered Trademarks/Service Marks/Trade Names

Café Rioja
Café Yaucono
Selecto Coffee Break
Jiménez y Gándara
Jiménez & Gándara
Café Rico
Hacienda Caracolillo
Jiménez Fernández Sucrs.
Yauco Selecto
HDQ Food
Piladores Unidos
Inmobiliaria Jiménez Gándara