

**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
Consolidated Coffee, Inc.		10/31/2008	CORPORATION: DELAWARE
Eight O'Clock Coffee Company		10/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent
Street Address:	1180 Peachtree Street
Internal Address:	Suite 2200
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	New York State License Branch of a Dutch Banking Cooperatieve: NETHERLANDS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1409723	BOKAR
Registration Number:	2931238	EIGHT O'CLOCK
Registration Number:	1409722	EIGHT O'CLOCK
Serial Number:	77341412	EIGHT O'CLOCK COFFEE BLACK COFFEE FRIDAY
Registration Number:	2695574	EIGHT O'CLOCK COFFEE ROYALE
Serial Number:	77398426	MYSTIC BLEND
Serial Number:	77398415	SEDONA BLEND
Serial Number:	78200358	TOO GOOD TO BE PUT IN A CAN

**CORRESPONDENCE DATA**

Fax Number: (404)685-5137  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-815-2137

**900119772**

**TRADEMARK  
 REEL: 003880 FRAME: 0795**

**CH \$215.00 1409723**

Email: lashanajimmar@paulhastings.com  
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal  
Address Line 1: Paul, Hastings, Janofsky & Walker LLP  
Address Line 2: 600 Peachtree Street, N.E., Suite 2400  
Address Line 4: ATLANTA, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	10/31/2008

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of October, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Consolidated Coffee, Inc., a Delaware corporation, and Eight O'Clock Coffee Company, a Delaware corporation, as borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of October 31, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CONSOLIDATED COFFEE, INC.**, a Delaware corporation

By: Paul K. Lawer  
Name: Paul K. Lawer  
Title: Chief Financial Officer and Secretary

**EIGHT O'CLOCK COFFEE COMPANY**, a Delaware corporation

By: Paul K. Lawer  
Name: Paul K. Lawer  
Title: Executive Vice President, Chief Financial Officer and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK NEDERLAND", NEW YORK  
BRANCH**, as Administrative Agent

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

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003880 FRAME: 0800

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CONSOLIDATED COFFEE, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Paul K. Lawer  
Title: Chief Financial Officer and Secretary

**EIGHT O'CLOCK COFFEE COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Paul K. Lawer  
Title: Executive Vice President, Chief Financial Officer and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK NEDERLAND", NEW YORK  
BRANCH**, as Administrative Agent

By: \_\_\_\_\_  
Name: Tamira S. Treffers-Herrera  
Title: Executive Director

By: \_\_\_\_\_  
Name: Brett Delfino  
Title: Executive Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 003880 FRAME: 0801**

**SCHEDULE I**

## Trademarks

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration or Application (indicate if an application)</b>	<b>Registration Date</b>
8 O'CLOCK	New Zealand	65043	10/2/1962
BOKAR	Canada	UCA0015478	3/24/1941
BOKAR	U.S.	1,409,723	9/16/1986
EIGHT O'CLOCK	Australia	1201999	5/12/2008
EIGHT O'CLOCK	Belarus	20062111	7/10/2006
EIGHT O'CLOCK	Canada	TMA 0425098	3/11/1994
EIGHT O'CLOCK	China (PROC)	5487811 (Application)	7/18/2006 (Application Date)
EIGHT O'CLOCK	European Community	005182753	6/14/2007
EIGHT O'CLOCK	India	1590545 (Application)	8/14/2007 (Application Date)
EIGHT O'CLOCK	Japan	3,043,161	5/31/1995
EIGHT O'CLOCK	Malaysia	06011953 (Application)	7/7/2006 (Application Date)
EIGHT O'CLOCK	New Zealand	776949 (Application)	10/2/2007 (Application Date)
EIGHT O'CLOCK	Russian Federation	2006719619 (Application )	7/6/2006 (Application Date)
EIGHT O'CLOCK	Singapore	T06/15041 (Abandoned)	N/A
EIGHT O'CLOCK	Turkey	2006 33668	7/12/2007
EIGHT O'CLOCK	Turkmenistan	9449	8/3/2007
EIGHT O'CLOCK	Ukraine	83856	10/25/2007
EIGHT O'CLOCK	US	2,931,238	3/8/2005
EIGHT O'CLOCK	US	1,409,722	9/16/1986



EIGHT O'CLOCK COFFEE BLACK COFFEE FRIDAY	US	77/341,412 (Application)	11/30/2007 (Application Date)
EIGHT O'CLOCK COFFEE ROYALE	US	2,695,574	3/11/2003
EIGHT O'CLOCK GUARANTEED QUALITY SINCE 1859 & DESIGN	Australia	1201995	5/12/2008
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	Belarus	20062112 (Application)	7/10/2006 (Application Date)
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	China (PROC)	5487812 (Application)	7/18/2006 (Application Date)
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	European Community	005182803	6/15/2007
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	India	1590544 (Application)	8/14/2007 (Application Date)

EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	Malaysia	06011954 (Application)	7/7/2006 (Application Date)
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	New Zealand	776953 (Application)	10/2/2007 (Application Date)
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	Russian Federation	2006719613 (Application)	7/6/2006 (Application Date)
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	Singapore	T06/15041 (Abandoned)	N/A
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	Turkey	2006 33667	7/12/2007
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	Turkmenistan	9450	8/3/2007
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 & DESIGN	Ukraine	92522	6/10/2008
MYSTIC BLEND	US	77/398,426 (Application)	2/15/2008 (Application Date)
SEDONA BLEND	US	77/398,415 (Application)	2/15/2008 (Application Date)
TOO GOOD TO BE PUT IN A CAN	US	78/200,358 (Application)	1/6/2003 (Application Date)