

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
Caribou Coffee Company, Inc.		11/12/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Arabica Funding, Inc.
Street Address:	445 Broad Hollow Road
Internal Address:	c/o Global Securitization Services, LLC
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3309349	BOU BALM
Registration Number:	3144635	CAMPFIRE MOCHA
Registration Number:	2702490	CARAMEL HIGH RISE
Serial Number:	77310077	CARIBOU
Registration Number:	2935016	CARIBOU CARD
Registration Number:	3309350	CARIBOU COFFEE
Serial Number:	77386370	CARIBOU COFFEE
Registration Number:	3401155	CARIBOU COFFEE
Registration Number:	2563579	CARIBOU COFFEE
Registration Number:	2609319	CARIBOU COFFEE
Registration Number:	2703741	CARIBOU COFFEE
Registration Number:	1839091	CARIBOU COFFEE
Serial Number:	77386372	CARIBOU COFFEE

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Registration Number:	2703747	CARIBOU COFFEE
Registration Number:	2540265	CARIBOU COFFEE
Registration Number:	2609338	CARIBOU COFFEE
Registration Number:	1841047	CARIBOU COFFEE
Registration Number:	3295338	CARIBOU COFFEE DRIVE THRU
Registration Number:	3015347	CARIBOU COFFEE NATURAL DECAF
Registration Number:	3119854	CARIBOU COOLER
Serial Number:	77326832	CARIBOU ICED COFFEE
Registration Number:	3454826	CARIBREW CLUB
Registration Number:	3464487	DARK TO THE CORE. SMOOTH TO THE FINISH.
Registration Number:	2702489	DEPTH CHARGE
Registration Number:	2588045	
Registration Number:	2609320	
Registration Number:	2536350	
Registration Number:	2552455	
Registration Number:	3295337	DRIVE THRU
Registration Number:	3001647	FA LA LATTE
Registration Number:	3391448	GLACIER BLAST GUM
Registration Number:	3087256	HO HO MOCHA
Registration Number:	2536349	
Registration Number:	3388547	HOOF MINTS
Registration Number:	2702491	HOT APPLE BLAST
Registration Number:	3213974	HUG-A-BOU
Registration Number:	3162688	
Registration Number:	3162687	
Registration Number:	3183381	
Registration Number:	3162686	
Registration Number:	3162685	
Registration Number:	3162684	
Registration Number:	3440517	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2008379	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2000062	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2967034	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2702488	LITE WHITE BERRY
Serial Number:	77293235	MAHOGANY

Registration Number:	2702487	MINT CONDITION
Registration Number:	3292202	OBSIDIAN
Serial Number:	77096548	ORIGINS SELECT
Registration Number:	2888557	PERENNIAL SPRING BLEND
Registration Number:	2624819	REINDEER BLEND
Registration Number:	2828908	REINDEER NIBBLERS
Registration Number:	3352148	SNOWDRIFT
Registration Number:	3014007	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME
Registration Number:	2974390	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME
Registration Number:	3014006	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	51445-41
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	11/12/2008

Total Attachments: 16
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TRADEMARK

REEL: 003886 FRAME: 0555

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 2008 is made between CARIBOU COFFEE COMPANY, INC., a Minnesota corporation (the "Grantor"), and ARABICA FUNDING, INC., a Delaware corporation (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantor has executed and delivered a Company Guarantee and Security Agreement, dated as of June 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Grantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Secured Party, and hereby grants to the Secured Party, a continuing security interest in all of its interest in the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to on Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

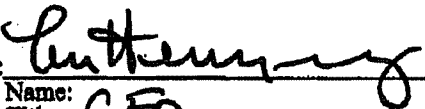
Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

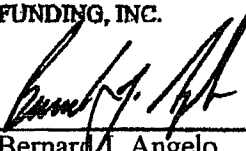
Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CARIBOU COFFEE COMPANY, INC.

By: 
Name:
Title: CFO

ARABICA FUNDING, INC.

By: 
Name: Bernard J. Angelo
Title: Vice President

Signature Page to Caribou Trademark Security Agreement

TRADEMARK
REEL: 003886 FRAME: 0558

SCHEDULE I
to Trademark Security Agreement


SCHEDULE I






U.S. TRADEMARKS

Grantor owns no U.S. federal trademark registrations or applications. The following U.S. federal trademark registrations and/or applications are owned by the Secured Party and licensed to the Grantor:





Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
BOU BALM	78-781901 3309349	12-28- 2005 10-9- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CAMPFIRE MOCHA	78-598035 3144635	3-30- 2005 9-19- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARAMEL HIGH RISE	76-425239 2702490	6-27- 2002 4-1-2003	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered



Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
CARIBOU	77-310077	10-22- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Pending Published
CARIBOU CARD	78-380483 2935016	3-8-2004 3-22- 2005	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE	78-781908 3309350	12-28- 2005 10-9- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE	77-386370	2-1-2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Pending – published on July 8, 2008
CARIBOU COFFEE	77-221383 3401155	7-3-2007 3-25- 2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered


Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
CARIBOU COFFEE	76-241270 2563579	4-16- 2001 4-23- 2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE	76-241266 2609319	4-16- 2001 8-20- 2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE	76-241264 2703741	4-16- 2001 4-8-2003	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE	74-336835 1839091	12-4- 1992 6-7-1994	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE and Design  CARIBOU COFFEE	77-386372	2-1-2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Pending – publication set for August 12, 2008





Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
CARIBOU COFFEE and Design 	76-243006 2703747	4-17- 2001 4-8-2003	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE and Design 	76-243004 2540265	4-17- 2001 2-19- 2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE and Design 	76-242587 2609338	4-18- 2001 8-20- 2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE and Design 	74-417248 1841047	7-26- 1993 6-21- 1994	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COFFEE DRIVE THRU and Design 	78-760121 3295338	11-23- 2005 9-18- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered


Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
CARIBOU COFFEE NATURAL DECAF & Design	78-463581 3015347	8-6-2004 11-15- 2005	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU COOLER	78-632513 3119854	5-18- 2005 7-25- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
CARIBOU ICED COFFEE	77-326832	11-12- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Pending – published on May 13, 2008
CARIBREW CLUB	77-138423 3454826	3-23- 2007 6-24- 2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
DARK TO THE CORE. SMOOTH TO THE FINISH.	78-936765 3464487	7-25- 2006 7-8-2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
DEPTH CHARGE	76-425236 2702489	6-27- 2002 4-1-2003	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
DESIGN OF LEAPING CARIBOU 	76-241272 2588045	4-16- 2001 7-2-2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
DESIGN OF LEAPING CARIBOU 	76-241271 2609320	4-16- 2001 8-20- 2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
DESIGN OF LEAPING CARIBOU 	76-241269 2536350	4-16- 2001 2-5-2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
DESIGN OF LEAPING CARIBOU 	76-241268 2552455	4-16- 2001 3-26- 2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
DRIVE THRU and Design 	78-760114 3295337	11-23- 2005 9-18- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
FA LA LATTE	78-463578 3001647	8-6-2004 9-27- 2005	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
GLACIER BLAST GUM	77-221392 3391448	7-3-2007 3-4-2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
HO HO MOCHA	78-500463 3087256	10-15- 2004 5-2-2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
HOOF DESIGN 	76-241265 2536349	4-16- 2001 2-5-2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
HOOF MINTS	77-221405 3388547	7-3-2007 2-26- 2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
HOT APPLE BLAST	76-425240 2702491	6-27- 2002 4-1-2003	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
HUG-A-BOU	78-538482 3213974	12-27- 2004 2-27- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LEAPING CARIBOU AND BACKGROUND DESIGN IN COLOR 	78-771869 3162688	12-13- 2005 10-24- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
LEAPING CARIBOU AND BACKGROUND DESIGN IN COLOR 	78-771864 3162687	12-13- 2005 10-24- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LEAPING CARIBOU AND BACKGROUND DESIGN IN COLOR 	78-771861 3183381	12-13- 2005 12-12- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LEAPING CARIBOU AND BACKGROUND DESIGN IN COLOR 	78-771830 3162686	12-13- 2005 10-24- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LEAPING CARIBOU AND BACKGROUND DESIGN IN COLOR 	78-771827 3162685	12-13- 2005 10-24- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
LEAPING CARIBOU AND BACKGROUND DESIGN IN COLOR 	78-771824 3162684	12-13- 2005 10-24- 2006	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LIFE IS SHORT. STAY AWAKE FOR IT.	77-325947 3440517	11-9- 2007 6-3-2008	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LIFE IS SHORT. STAY AWAKE FOR IT.	75-013633 2008379	10-23- 1995 10-15- 1996	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LIFE IS SHORT. STAY AWAKE FOR IT.	75-013632 2000062	10-23- 1995 9-10- 1996	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
LIFE IS SHORT. STAY AWAKE FOR IT.	78-425658 2967034	5-26- 2004 7-12- 2005	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
LITE WHITE BERRY	76-425235 2702488	6-27- 2002 4-1-2003	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
MAHOGANY	77-293235	10-1- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Allowed
MINT CONDITION	76-425232 2702487	6-27- 2002 4-1-2003	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Allowed
OBSIDIAN	78-875429 3292202	5-3-2006 9-11- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
ORIGINS SELECT	77-096548	2-1-2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Allowed

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
PERENNIAL SPRING BLEND	76-523398 2888557	6-10- 2003 9-28- 2004	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Allowed
REINDEER BLEND	76-348602 2624819	12-12- 2001 9-24- 2002	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
REINDEER NIBBLERS	76-243005 2828908	4-17- 2001 4-6-2004	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
SNOWDRIFT	78-835391 3352148	3-13- 2006 12-11- 2007	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	78-350791 3014007	1-12- 2004 11-8- 2005	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Mark	Serial No. Reg. No.	Filed Issued	Owner of Record	Notes/Current Status
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	78-350798 2974390	1-12- 2004 7-19- 2005	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	78-350784 3014006	1-12- 2004 11-8- 2005	Arabica Funding, Inc. 68 South Service Road, Suite 120 Melville, NY 11747	Registered

Trademark Licenses

Pursuant to that certain Amended and Restated Lease and License Financing and Purchase Option Agreement, dated as of April 25, 2001, and that certain Second Amended and Restated Lease and License Financing and Purchase Option Agreement, dated as of June 29, 2004, as amended from time to time, Secured Party has granted a license to Grantor to all of its trademarks. Grantor has granted licenses to film production companies for use of the store locations which display trademarks and service marks as incidental set dressing in movies. Grantor has a 1993 joint venture agreement with Bookcase, Inc., a bookstore in Wayzata, Minnesota, pursuant to which Grantor licenses its trademarks to the joint venture to operate a retail store within the bookstore. Grantor formed a joint venture with Francicorp, Inc. called Caribou MSP Airport to operate retail stores at Minneapolis-St. Paul International Airport and has a March 29, 1995 license agreement in place licensing Caribou MSP Airport its trademarks and trade secrets. On May 21, 2004, Grantor entered into an agreement with Airport 2000 Concessions, LLC to operate several retail stores at the Baltimore-Washington International Airport and licensed its trademarks and trade secrets as part of that agreement.

Food and Beverage Trademark License Agreements

- Coca Cola supply agreement between Coca Cola Enterprises and the Company dated May 13, 2003.
- Trademark License agreement between General Mills Marketing and Caribou Coffee Company dated January 6, 2006.
- License agreement between Kemps, LLC and Caribou Coffee Company, Inc. dated June 5, 2008