

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)/Execution Date(s):
Coffee Bean International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____
Citizenship (see guidelines) _____
Execution Date(s) March 2, 2009
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No
Name: Wachovia Bank, National Association
Internal
Address: _____
Street Address: 251 South Lake Avenue, Suite 900
City: Pasadena
State: CA
Country: _____ Zip: 91101
 Association Citizenship USA

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship
 Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien
Internal Address: UCC Direct Services
Street Address: 187 Wolf Road, Suite 101
City: Albany
State: NY Zip: 12205
Phone Number: 800-342-3676
Fax Number: 800-962-7049
Email Address: cls-udsalbany@writers.kluwer.com

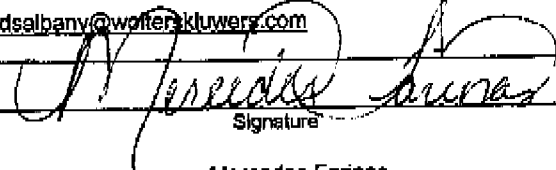
6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$640.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: 
Signature
Mercedes Farinas
Name of Person Signing

Date: 3/2/09
Total number of pages including cover sheet, attachments, and document. 21


Documents to be recorded (including cover sheet) should be faxed to (703) 308-6885, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS
(Coffee Bean International, Inc.)

Country	Trademark	Owner	Status	Application No.	Registration No.	Class
CAN	ALL THE WAY THROUGH TO THE CUP	Coffee Bean International, Inc.	Registered December 14, 2004	628382	TMA628382	Cl. 30 (coffee)
US	ALL THE WAY THROUGH TO THE CUP	Coffee Bean International, Inc.	Registered March 26, 2002	76305,932	2,552,673	Cl. 30 (gourmet coffees and espresso)
US	BLENDER LATTE	Coffee Bean International, Inc.	Registered May 5, 1998	75266,702	2,155,875	Cl. 30 (dry mixes for coffee-based beverages containing milk)
US	BLENDER MOCHA	Coffee Bean International, Inc.	Registered April 21, 1998	75266,703	2,153,235	Cl. 30 (dry mixes for coffee-based beverages containing milk)
US	BLUE PARROT	Coffee Bean International, Inc.	Registered August 13, 2002	76296,597	2,608,264	Cl. 30 (gourmet coffees, cocoas, pastries and confections, namely whole-bean and ground coffee, instant coffee mixes, hot coffee and espresso beverages, coffee-based iced blender mixes, and ready-to-drink coffee beverages)
CAN	CAFÉ TIERRA (stylized)	Coffee Bean International, Inc.	Registered August 25, 1989		TMA389798	Cl. 21 & 30 (coffee)
UK	CAFÉ TIERRA (stylized)	Coffee Bean International, Inc.	Registered April 26, 1988		1,342,647	Cl. 30 (coffee)

Country	Trademark	Owner	Status	Application #	Registration #	Goods
US	CAFÉ TIERRA	Coffee Bean International, Inc.	Registered July 1, 2008	77216073	3,456,837	Cl. 30 (coffee)
CAN	COUNTRY SPICE	Coffee Bean International, Inc.	Registered October 29, 1982		273164	Cl. 30 (tea)
US	COUNTRY SPICE	Coffee Bean International, Inc.	Registered October 14, 1980	73/174,868	1,140,486	Cl. 46 (tea)
US	ESPRESSO BARISTA	Coffee Bean International, Inc.	Registered February 22, 1994	74/374,640	1,823,030	Cl. 30 (coffee)
US	GOLDEN PECAN	Coffee Bean International, Inc.	Registered April 9, 1996	74/564,284	1,967,411	Cl. 30 (cocoa)
US	GOLDEN PECAN	Coffee Bean International, Inc.	Registered March 22, 1988	73/648,314	1,481,764	Cl. 30 (coffee)
US	JERICHO	Coffee Bean International, Inc.	Registered September 8, 1992	74/229,462	1,713,079	Cl. 7 (electric coffee grinders)
US	PANACHE	Coffee Bean International, Inc.	Registered December 19, 1995	74/338,334	1,943,254	Cl. 30 (cocoa)
US	PANACHE	Coffee Bean International, Inc.	Registered October 25, 1994	74/374,830	1,860,488	Cl. 30 (coffee, tea & spices)
US	SUNDAY BEST	Coffee Bean International, Inc.	Registered August 6, 1996	74/582,014	1,991,997	Cl. 30 (ground and whole-bean coffee)

Country	Trademark	Owner	Status	Application #	Registration #	Goods
US	UN MOMENTO	Coffee Bean International, Inc.	Registered June 17, 1997	75/976,003	2,072,891	Cl. 30 (ground and whole-bean coffee and espresso)
US	XANADU	Coffee Bean International, Inc.	Registered July 11, 1995	74/802,307	1,905,109	Cl. 30 (tea)
CAN	YOUR NEIGHBORHOOD'S BEST COFFEE	Coffee Bean International, Inc.	Registered December 17, 2004	1123064	TMAA628603	(gourmet coffees and espresso)
US	YOUR NEIGHBORHOOD'S BEST COFFEE	Coffee Bean International, Inc.	Registered October 1, 2002	76/305,933	2,628,021	Cl. 30 (gourmet coffees and espresso)
US	PORTLAND COFFEE HOUSE	Coffee Bean International, Inc.	Pending	77/615764		Cl. 35 Retail store services featuring ground and whole bean coffee; espresso; cocoa; tea; beverages made with a base of coffee and/or espresso; tea-based beverages; prepared coffee and tea; baked goods, namely; muffins, scones, biscuits, bagels, cookies and pastries; sandwiches; granola; chocolate, candy and confections; bottled water and other non-alcoholic drinks, namely, soft drinks, fruit drinks and fruit juices; flavoring syrups for making beverages.
US	FIELD OF BEANS 	Coffee Bean International, Inc.	Pending	77/405376		Cl. 30 Coffee; Iced tea; Cappuccino; Espresso-based granita beverages; Non-coffee based granita beverages

Country	Trademark	Owner	Status	Application #	Registration #	Goods
US	COFFEE BEAN INTERNATIONAL	Coffee Bean International, Inc.	Pending	77/615099		CI 30 Coffee; Espresso; Cocoa; Tea; Chocolate; Candy and confections.
US	COFFEE BEAN INTERNATIONAL	Coffee Bean International, Inc.	Pending	77/606951		CI 035 Providing technical assistance in the establishment and/or operation of restaurants, cafes, coffee shops and coffee houses; retail store services for others in the field of coffee, espresso, tea and cocoa; wholesale distributorship services and wholesale ordering services in the field of coffee, espresso, tea and cocoa.
US	PEAK ROAST	Coffee Bean International, Inc.	Pending	77/604054		CI 40 Coffee roasting and processing; tea blending and processing.
US	ESPRESSO DOLCE	Coffee Bean International, Inc.	Pending	77/604049		CI 41 Educational services, namely, training services relating to coffee, coffee-brewing and serving equipment, and the preparation of coffee and coffee-based beverages; educational services, namely, coffee tastings.
US	NORTHWEST ESPRESSO	Coffee Bean International, Inc.	Pending	77/604047		CI 43 Providing information in the fields of coffee, use of coffee-brewing and serving equipment, and the preparation of coffee and coffee-based beverages; coffee supply services for offices.
US	PEAK ROAST	Coffee Bean International, Inc.	Pending	77/604054		CI 35 Computerized on-line ordering services and mail order services in the field of coffee, espresso, tea and cocoa
US	ESPRESSO DOLCE	Coffee Bean International, Inc.	Pending	77/604049		CI 30 (coffee)
US	NORTHWEST ESPRESSO	Coffee Bean International, Inc.	Pending	77/604047		CI 30 (coffee)

Country	Trademark	Owner	Status	Application #	Registration #	Goods
US	PORTLAND BLEND	Coffee Bean International, Inc.	Pending	77/604042		Cl. 30 (coffee)
US	OREGON ROAST	Coffee Bean International, Inc.	Pending	77/604035		Cl. 30 (coffee)

Material Unregistered Trademarks:

Item Names:

- Black Magic Blend
- Campesino Blend
- Earth Blend
- EcoTrade Espresso
- Marrakesh Espresso
- Midnight Satin Blend
- Yule Nog
- Roasters Choice
- Silky Jazz
- Artisan Blend
- Collaborative Coffee
- Khan's Delight
- Snow Monkey Plum
- Star of Persia
- Velvet Roast
- Double French Roast
- Blender Chai

- Coccolino
- Hazelnut Supreme
- Espresso European
- Jencho America
- Barista Latte
- Barista Mocha
- Barista Chai
- Blender Latte
- Blender Caramel
- Blender Mocha
- Blender Java Chip
- Blender Coffee
- Blender Cookies & Cream
- Blender Strawberries & Cream
- Cafe Aldea
- Panache Limited Addition

Trademarks:

1. Coffee Bean International, Inc.
2. Coffee Bean International
3. CBI
4. Portland Coffee House

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 2, 2009, is by and between Coffee Bean International, Inc., an Oregon corporation ("Debtor"), with its chief executive office at 20333 South Normandie Avenue, Torrance, California 90502, and Wachovia Bank, National Association, a national banking association ("Secured Party"), having an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party has entered or is about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Lender, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect

to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations (as defined in the Loan Agreement). This Agreement and the security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall continue so long as the Loan Agreement shall be in effect (whether during its original term or any renewal, substitution or extension thereof); provided, that, this Agreement shall automatically terminate upon the termination of the Credit Facility (as defined in the Loan Agreement), the indefeasible payment and satisfaction in full of all outstanding and unpaid Obligations in immediately available funds and the delivery of cash collateral to Secured Party (or at Secured Party's option, a letter of credit issued for the account of Debtor) to the extent required under Section 12.1 of the Loan Agreement.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except for the non-renewal of immaterial Trademarks no longer used in the business of the Debtor as currently conducted and as proposed to be conducted in the future. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(c) below and other non-exclusive licenses that Debtor may grant from time to time in the ordinary course of business as permitted by the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party in good faith to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall notify Secured Party within thirty (30) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(h) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated,

unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default or Event of Default shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability or opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures

shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under the Loan Agreement:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor

shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Upon Secured Party's request therefore, Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of California.

(b) Each of Debtor and Secured Party irrevocably consents and submits to the non-exclusive jurisdiction of the state courts of Los Angeles County, State of California or the United States District Court for the Central District of California, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING

AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(c) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

5. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	c/o Farmer Bros. Co. 20333 South Normandie Avenue Torrance, CA 90502 Attention: Chief Executive Officer Telephone No.: Telecopy No.: 310-320-2430
with a copy to:	Anglin, Flewelling, Rasmussen, Campbell & Trytten LLP 199 S. Los Robles Ave., Suite 600 Pasadena, CA 91101 Attention: John Anglin, Esq. Telephone No.: 626-535-1900

	Telecopy No.: 626-577-7764
If to Secured Party:	Wachovia Bank, National Association 251 South Lake Avenue Suite 900 Pasadena, California 91101 Attention: Portfolio Manager Telephone No.: 626-304-4900 Telecopy No.: 626-304-4969

(b) Notices and other communications to Secured Party hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Secured Party or as otherwise determined by Secured Party. Unless Secured Party otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 6(f) hereof or the terms of the Loan Agreement or is cured in a manner satisfactory to Secured Party. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or

unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.


(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party (or in the case of any amendment or modification, also by an authorized officer of Debtor). Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

COFFEE BEAN INTERNATIONAL, INC.

By: 
Name: John E. Simmons
Title: Treasurer and CFO

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____
Name : Karen Sessions
Title: Director

Signature Page to Trademark Agreement - CBI

TRADEMARK
REEL: 003950 FRAME: 0802

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

COFFEE BEAN INTERNATIONAL, INC.

By: _____
Name: John E. Simmons
Title: Treasurer and CFO

WACHOVIA BANK, NATIONAL ASSOCIATION

By: Karen Sessions
Name: Karen Sessions
Title: Director

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

None

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Coffee Bean International, Inc., an Oregon corporation ("Debtor"), having an office at 20333 South Normandie Avenue, Torrance, California 90502, hereby appoints and constitutes, severally, Wachovia Bank, National Association ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2009

COFFEE BEAN INTERNATIONAL, INC.

By: _____

Title: _____

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

On this ____ day of _____ 2009, before me, [INSERT NAME AND TITLE OF OFFICER] personally appeared [INSERT NAME AND TITLE] _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public