

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Caribou Coffee Company, Inc.		02/19/2010	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Arabica Funding, Inc.
Street Address:	68 South Service Road, Suite 120
Internal Address:	c/o Global Securitization Services, LLC
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 93**

Property Type	Number	Word Mark
Serial Number:	77733831	ACACIA
Registration Number:	3309349	BOU BALM
Registration Number:	3144635	CAMPFIRE MOCHA
Registration Number:	2702490	CAMEL HIGH RISE
Registration Number:	3533290	CARIBOU
Registration Number:	2935016	CARIBOU CARD
Registration Number:	3309350	CARIBOU COFFEE
Registration Number:	2563579	CARIBOU COFFEE
Serial Number:	77789995	
Serial Number:	77386370	CARIBOU COFFEE
Registration Number:	3401155	CARIBOU COFFEE
Registration Number:	2609319	CARIBOU COFFEE
Registration Number:	2703741	CARIBOU COFFEE

CH \$2340.00 77733831

Registration Number:	1839091	CARIBOU COFFEE
Serial Number:	77386372	CARIBOU COFFEE
Serial Number:	77899843	CARIBOU COFFEE
Serial Number:	77899857	CARIBOU COFFEE
Serial Number:	77899861	CARIBOU COFFEE
Serial Number:	77899870	CARIBOU COFFEE
Serial Number:	77899883	CARIBOU COFFEE
Serial Number:	77898365	CARIBOU COFFEE
Serial Number:	77899895	CARIBOU COFFEE
Serial Number:	77899059	CARIBOU COFFEE
Serial Number:	77899908	CARIBOU COFFEE
Serial Number:	77898380	CARIBOU COFFEE
Serial Number:	77898282	CARIBOU COFFEE
Serial Number:	77898304	CARIBOU COFFEE
Serial Number:	77898316	CARIBOU COFFEE
Registration Number:	2703747	CARIBOU COFFEE
Registration Number:	2609338	CARIBOU COFFEE
Registration Number:	2540265	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
Registration Number:	3454826	CARIBREW CLUB
Registration Number:	3464487	DARK TO THE CORE. SMOOTH TO THE FINISH.
Registration Number:	2702489	DEPTH CHARGE
Registration Number:	2536350	
Registration Number:	2552455	
Registration Number:	2609320	
Registration Number:	2588045	
Registration Number:	3295337	DRIVE THRU
Serial Number:	77899987	DRIVE THRU CARIBOU COFFEE
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:	3162686	
Registration Number:	3162685	
Registration Number:	3162684	
Registration Number:	3183381	
Registration Number:	3162687	
Registration Number:	3162688	
Serial Number:	77899918	
Serial Number:	77899930	
Serial Number:	77899937	
Serial Number:	77899953	
Serial Number:	77899961	
Serial Number:	77898387	
Serial Number:	77899968	
Serial Number:	77898404	
Serial Number:	77899977	
Serial Number:	77898429	
Serial Number:	77898334	
Serial Number:	77898345	
Serial Number:	77898354	
Registration Number:	3440517	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:	2008379	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2702488	LITE WHITE BERRY
Serial Number:	77764898	LOVE BEAN ALIVE
Serial Number:	77764891	LOVE BEAN ALIVE
Serial Number:	77764887	LOVE BEAN ALIVE
Serial Number:	77764880	LOVE BEAN ALIVE
Serial Number:	77764847	LOVE BEAN ALIVE
Serial Number:	77764860	LOVE BEAN ALIVE
Registration Number:	3562150	MAHOGANY
Registration Number:	2702487	MINT CONDITION

Registration Number:	3292202	OBSIDIAN
Registration Number:	3561661	ORIGIN SELECTS
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
Serial Number:	77884467	TEA LATTE FUSION

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-239-0310  
Email: jdavis@eapdlaw.com  
Correspondent Name: Jessica Davis  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	307948.0001
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	02/25/2010

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 19, 2010 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 February 19, 2010 (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 the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its 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 in Item A of 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 in Item B of 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.

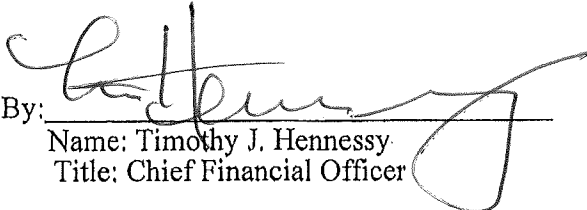
Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted 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: Timothy J. Hennessy  
Title: Chief Financial Officer

ARABICA FUNDING, INC.

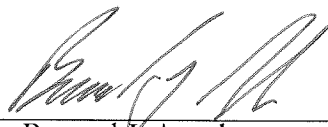
By: \_\_\_\_\_  
Name: Bernard J. Angelo  
Title: Vice President

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: Timothy J. Hennessy  
Title: Chief Financial Officer

ARABICA FUNDING, INC.

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



SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Grantor owns no U.S. federal trademark registrations or pending U.S. federal trademark applications.

Item B. Trademark Licenses

The following U.S. federal trademarks registrations and pending U.S. federal trademark applications are licensed to the Grantor.

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
ACACIA	77/733,831	11-May-09		
BOU BALM	78/781,901	28-Dec-05	3309349	09-Oct-07
CAMPFIRE MOCHA	78/598,035	30-Mar-05	3144635	19-Sep-06
CARAMEL HIGH RISE	76/425,239	27-Jun-02	2702490	01-Apr-03
CARIBOU	77/310,077	22-Oct-07	3533290	18-Nov-08
CARIBOU CARD	78/380,483	08-Mar-04	2935016	22-Mar-05
CARIBOU COFFEE	78/781,908	28-Dec-05	3309350	09-Oct-07
CARIBOU COFFEE	76/241,270	16-Apr-01	2563579	23-Apr-02
CARIBOU COFFEE	77/789,995	23-Dec-09		
CARIBOU COFFEE	77/386,370	01-Feb-08		
CARIBOU COFFEE	77/221,383	03-Jul-07	3401155	25-Mar-08
CARIBOU COFFEE	76/241,266	16-Apr-01	2609319	20-Aug-02
CARIBOU COFFEE	76/241,264	16-Apr-01	2703741	08-Apr-03
CARIBOU COFFEE	74/336,835	04-Dec-92	1839091	07-Jun-94
CARIBOU COFFEE & Design	77/386,372	01-Feb-08		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,843	23-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,857	23-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,861	23-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,870	23-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,883	23-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/898,365	21-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,895	23-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,059	22-Dec-09		
CARIBOU COFFEE & Leaping	77/899,908	23-Dec-09		

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Caribou and Shield Design				
CARIBOU COFFEE & Leaping Caribou and Shield Design	77/898,380	21-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design in Color	77/898,282	21-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design in Color	77/898,304	21-Dec-09		
CARIBOU COFFEE & Leaping Caribou and Shield Design in Color	77/898,316	21-Dec-09		
CARIBOU COFFEE & Leaping Caribou Design (Middle Flat)	76/243,006	17-Apr-01	2703747	08-Apr-03
CARIBOU COFFEE & Leaping Caribou Design (Shaded Top Flat)	76/242,587	18-Apr-01	2609338	20-Aug-02
CARIBOU COFFEE & Leaping Caribou Design (Top Angle)	76/243,004	17-Apr-01	2540265	19-Feb-02
CARIBOU COFFEE & Leaping Caribou Design (Top Angle)	74/417,248	26-Jul-93	1841047	21-Jun-94
CARIBOU COFFEE DRIVE THRU & Leaping Caribou Design in Color	78/760,121	23-Nov-05	3295338	18-Sep-07
CARIBOU COFFEE NATURAL DECAF & Design	78/463,581	06-Aug-04	3015347	15-Nov-05
CARIBOU COOLER	78/632,513	18-May-05	3119854	25-Jul-06
CARIBREW CLUB	77/138,423	23-Mar-07	3454826	24-Jun-08
DARK TO THE CORE. SMOOTH TO THE FINISH.	78/936,765	25-Jul-06	3464487	08-Jul-08
DEPTH CHARGE	76/425,236	27-Jun-02	2702489	01-Apr-03
Design of Leaping Caribou	76/241,269	16-Apr-01	2536350	05-Feb-02
Design of Leaping Caribou	76/241,268	16-Apr-01	2552455	26-Mar-02
Design of Leaping Caribou	76/241,271	16-Apr-01	2609320	20-Aug-02
Design of Leaping Caribou	76/241,272	16-Apr-01	2588045	02-Jul-02
DRIVE THRU & Leaping Caribou Design in Color	78/760,114	23-Nov-05	3295337	18-Sep-07
DRIVE THRU CARIBOU COFFEE & Leaping Caribou and Shield Design	77/899,987	23-Dec-09		
FA LA LATTE	78/463,578	06-Aug-04	3001647	27-Sep-05
GLACIER BLAST GUM	77/221,392	03-Jul-07	3391448	04-Mar-08
HO HO MOCHA	78/500,463	15-Oct-04	3087256	02-May-06
Hoof Design	76/241,265	16-Apr-01	2536349	05-Feb-02
HOOF MINTS	77/221,405	03-Jul-07	3388547	26-Feb-08
HOT APPLE BLAST	76/425,240	27-Jun-02	2702491	01-Apr-03
HUG-A-BOU	78/538,482	27-Dec-04	3213974	27-Feb-07
Leaping Caribou and Background Design in Color	78/771,830	13-Dec-05	3162686	24-Oct-06
Leaping Caribou and Background Design in Color	78/771,827	13-Dec-05	3162685	24-Oct-06
Leaping Caribou and Background	78/771,824	13-Dec-05	3162684	24-Oct-06

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Design in Color				
Leaping Caribou and Background Design in Color	78/771,861	13-Dec-05	3183381	12-Dec-06
Leaping Caribou and Background Design in Color	78/771,864	13-Dec-05	3162687	24-Oct-06
Leaping Caribou and Background Design in Color	78/771,869	13-Dec-05	3162688	24-Oct-06
Leaping Caribou and Shield Design	77/899,918	23-Dec-09		
Leaping Caribou and Shield Design	77/899,930	23-Dec-09		
Leaping Caribou and Shield Design	77/899,937	23-Dec-09		
Leaping Caribou and Shield Design	77/899,953	23-Dec-09		
Leaping Caribou and Shield Design	77/899,961	23-Dec-09		
Leaping Caribou and Shield Design	77/898,387	23-Dec-09		
Leaping Caribou and Shield Design	77/899,968	23-Dec-09		
Leaping Caribou and Shield Design	77/898,404	21-Dec-09		
Leaping Caribou and Shield Design	77/899,977	23-Dec-09		
Leaping Caribou and Shield Design	77/898,429	21-Dec-09		
Leaping Caribou and Shield Design in Color	77/898,334	21-Dec-09		
Leaping Caribou and Shield Design in Color	77/898,345	21-Dec-09		
Leaping Caribou and Shield Design in Color	77/898,354	21-Dec-09		
LIFE IS SHORT. STAY AWAKE FOR IT.	77/325,947	09-Nov-07	3440517	03-Jun-08
LIFE IS SHORT. STAY AWAKE FOR IT.	75/013,632	23-Oct-95	2000062	10-Sep-96
LIFE IS SHORT. STAY AWAKE FOR IT.	78/425,658	26-May-04	2967034	12-Jul-05
LIFE IS SHORT. STAY AWAKE FOR IT.	75/013,633	23-Oct-95	2008379	15-Oct-96
LITE WHITE BERRY	76/425,235	27-Jun-02	2702488	01-Apr-03
LOVE BEAN ALIVE	77/764,898	22-Jun-09		
LOVE BEAN ALIVE	77/764,891	22-Jun-09		
LOVE BEAN ALIVE	77/764,887	22-Jun-09		
LOVE BEAN ALIVE	77/764,880	22-Jun-09		
LOVE BEAN ALIVE	77/764,847	22-Jun-09		
LOVE BEAN ALIVE	77/764,860	22-Jun-09		
MAHOGANY	77/293,235	01-Oct-07	3562150	13-Jan-09
MINT CONDITION	76/425,232	27-Jun-02	2702487	01-Apr-03
OBSIDIAN	78/875,429	03-May-06	3292202	11-Sep-07
ORIGIN SELECTS	77/096,548	01-Feb-07	3561661	13-Jan-09
PERENNIAL SPRING BLEND	76/523,398	10-Jun-03	2888557	28-Sep-04
REINDEER BLEND	76/348,602	12-Dec-01	2624819	24-Sep-02
REINDEER NIBBLERS	76/243,005	17-Apr-01	2828908	06-Apr-04
SNOWDRIFT	78/835,391	13-Mar-06	3352148	11-Dec-07

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
TEA LATTE FUSION	77/884,467	02-Dec-09		
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	78/350,791	12-Jan-04	3014007	08-Nov-05
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	78/350,798	12-Jan-04	2974390	19-Jul-05
THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS TIME	78/350,784	12-Jan-04	3014006	08-Nov-05