

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
Victor Allen's Coffee, LLC		03/02/2010	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Citizens Bank		
Street Address:	1601 South Webster Avenue		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54301		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2172079	PRECISION ROASTED	
Registration Number:	1582823	VICTOR ALLEN'S	
Registration Number:	1632337	VICTOR ALLEN'S	
Registration Number:	2795132	WILD GRAINS	
Registration Number:	2609343	TAZZA RICA	
Registration Number:	2701948	RIPAFRATTA	
CORRESPONDENCE DATA			
Fax Number:	(414)271-5770		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	414-271-7590		
Email:	marlenek@andruslaw.com		
Correspondent Name:	Aaron T. Olejniczak		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Milwaukee, WISCONSIN 53202		

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REEL: 004181 FRAME: 0643

ATTORNEY DOCKET NUMBER:	3337-00018
NAME OF SUBMITTER:	Aaron T. Olejniczak
Signature:	/Aaron T. Olejniczak/
Date:	04/07/2010
Total Attachments: 7 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif source=Intellectual Property Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made effective as of March 2, 2010 (the "Effective Date"), and is entered into by and between **VICTOR ALLEN'S COFFEE, LLC**, a Wisconsin limited liability company ("Borrower") and **CITIZENS BANK** ("Secured Party").

Borrower and Secured Party hereby agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Restated and Amended Credit Agreement (the "Credit Agreement") executed by the parties contemporaneously herewith.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Paragraph 2.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Wisconsin.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Borrower; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Borrower's Indebtedness to Bank, Borrower hereby grants to Secured Party a security interest in, and a mortgage upon, all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all general intangibles and all intangible intellectual or other similar property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including, but not limited to, any copyrights and trade secrets;

(iii) all copyrights, whether registered or unregistered;

(iv) all patents;

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Paragraph 11.

3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. **Representations and Warranties.** Borrower represents and warrants to Secured Party that:

(a) **Disclosure of Intellectual Property.** A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations, patents, copyrights or applications owned by Borrower, in whole or in part, is set forth in **Schedule A.**

(b) **Ownership of Collateral; Validity and Infringement.** Borrower is the sole and exclusive owners of, and has good and marketable title to, all of the Collateral, free and clear of all Encumbrances. The use of such Collateral in the conduct of the Borrower's business does not conflict with the rights of others in any manner which would have a material adverse effect on the Borrower's business or financial condition. There are no licenses, agreements or commitments outstanding or effective granting any other person any right to use, operate under, license or sublicense, or otherwise concerning, the Collateral. Borrower has not received any notice or claim that any of the Collateral infringes upon or conflicts with the rights of any other person. To the best knowledge of the Borrower, there is no infringement or violation by any other person of Wisconsin's rights in any of the Collateral.

5. **Further Acts.** On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Borrower. In addition, Borrower authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Borrower shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Borrower shall immediately notify Secured Party in a writing signed by the Borrower of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. **Authorization to Supplement.** If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Paragraph 6, Borrower authorizes Secured Party to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this

Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

7. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Secured Party and their respective successors and assigns. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Wisconsin.

9. **Entire Agreement; Amendment.** This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Paragraph 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. **Termination.** Upon payment and performance in full of all Indebtedness owed to Bank, the security interests created by this Agreement shall terminate and Secured Party (at Borrower's expense) shall promptly execute and deliver to Borrower such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written.

BORROWER:

VICTOR ALLEN'S COFFEE, LLC

By: James E. Geerts
James E. Geerts, Member

SECURED PARTY:

CITIZENS BANK

By: Greg Lundberg
Greg Lundberg, Its President

685545

SCHEDULE A to Trademark Security Agreement

Trademark	Registration Number	Registration Date	Description	Owner
PRECISION ROASTED	2172079	02/22/07	Coffee	Victor Allen's Coffee, LLC
VICTOR ALLEN'S	1582823	02/13/90	Coffee and Tea	Victor Allen's Coffee, LLC
VICTOR ALLEN'S	1632337	01/22/91	Coffee Filters	Victor Allen's Coffee, LLC
WILD GRAINS	2795132	12/16/03	Restaurant Services, Bread, Bakery Goods, Baking Mixes, Chocolate, Spices, Coffee, Cocoa, Spices, Coffee, Coffee Beans, Coffee and Espresso Beverages, Sandwiches, Granola and Pizza.	Victor Allen's Coffee, LLC
TAZZA RICA	2609343	08/20/02	Coffee, Coffee Beans	Victor Allen's Coffee, LLC
RIPAFRATTA	2701948	04/01/03	Flavoring Syrups, Chocolate Syrup and Liquid Tea Concentrates	Victor Allen's Coffee, LLC