

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
Coffee Shops International, LLC		11/04/2009	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Bancorp Bank		
Street Address:	1818 Market Street		
Internal Address:	28th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76308255	BUCKS COUNTY COFFEE CO.	
Serial Number:	76578305	PROPRIETOR'S CHOICE	
Serial Number:	76442858	LIFE SHOULD BE THIS SIMPLE	
Serial Number:	75237533	MISTLETOE BLEND	
Serial Number:	75072957	BUCKS COUNTY COFFEE CO.	
CORRESPONDENCE DATA			
Fax Number:	(215)851-8383		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	smcconnell@eckertseamans.com, mdonnelly@eckertseamans.com		
Correspondent Name:	Sean P. McConnell		
Address Line 1:	Two Liberty Place		
Address Line 2:	50 S. 16th Street, 22nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19102		

OP \$140.00 76308255

ATTORNEY DOCKET NUMBER:	301668.00001
NAME OF SUBMITTER:	Sean P. McConnell
Signature:	/Sean P. McConnell/
Date:	05/14/2010
Total Attachments: 4 source=SIGNED SECURITY INTEREST 2_COFFEE SHOPS INTERNATIONAL, LLC (M0818800)#page1.tif source=SIGNED SECURITY INTEREST 2_COFFEE SHOPS INTERNATIONAL, LLC (M0818800)#page2.tif source=SIGNED SECURITY INTEREST 2_COFFEE SHOPS INTERNATIONAL, LLC (M0818800)#page3.tif source=SIGNED SECURITY INTEREST 2_COFFEE SHOPS INTERNATIONAL, LLC (M0818800)#page4.tif	

Confirmatory Grant of Interests in Trademarks

THIS CONFIRMS a Grant of a Security Interest in Intellectual Property (the "**Confirmation**") from Coffee Shops International, LLC, a Pennsylvania limited liability company with its chief executive offices located at 730 E. Elm Street, Conshohocken, PA 19428 ("**Borrower**"), to The Bancorp Bank, a Delaware corporation with its chief executive offices located at 1818 Market Street, 28th Floor, Philadelphia, PA 19103 ("**Bank**") pursuant to the terms of a certain Credit and Security Agreement (the "**Loan Agreement**"), dated November 4, 2009. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Loan Agreement.

RECITALS:

A. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a second lien and continuing security interest in all General Intangibles of Borrower, including, without limitation, all of Borrower's right, title, and interest in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Loan Agreement), including, but not limited to Patents, Patent Applications, Copyrights and Trademarks, together with the goodwill of the business symbolized by Borrower's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby confirms that it has granted to Bank a second lien and continuing security interest in all of Borrower's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Intellectual Property"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, any Trademark License listed in Schedule 1 annexed hereto; and

3) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application; and

Borrower hereby acknowledges and affirms that the rights and remedies of Bank with respect to the liens and security interests in the Intellectual Property set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Confirmatory Grant of a Security Interest in Intellectual Property in duplicate original, on August ____, 2009.

COFFEE SHOPS INTERNATIONAL, LLC

By: _____
Name: Joseph Grasso
Title: Managing Member

Accepted:

THE BANCORP BANK

By: _____
Name: _____
Title: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ : SS.

On this 4 day of November 2009, before me, the undersigned, personally appeared Joe Grasso, the President of Coffee Shops International, LLC, a Pennsylvania limited liability company, who acknowledged that he, as such officer of such company, being authorized to do so, executed the foregoing instrument on behalf of such company for the purposes therein contained, as the company's voluntary act and deed by virtue of the direction of the authority of its member.

Mary

Notary Public
My Commission Expires:

[NOTARY SEAL]

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Confirmatory Grant of a Security Interest in Intellectual Property in duplicate original, on November 4, 2009.

COFFEE SHOPS INTERNATIONAL, LLC

By: [Signature]
Name: Joseph Grasso
Title: President

Accepted:

THE BANCORP BANK
By: [Signature]
Name: CHARLOTTE J. BICKEL
Title: VICE PRESIDENT

CORPORATE ACKNOWLEDGEMENT

STATE OF

⋮

SS.

COUNTY OF

On this ___ day of _____, 2009, before me, the undersigned, personally appeared _____, the _____ of Coffee Shops International, LLC, a Pennsylvania limited liability company, who acknowledged that he, as such officer of such company, being authorized to do so, executed the foregoing instrument on behalf of such company for the purposes therein contained, as the company's voluntary act and deed by virtue of the direction of the authority of its member.

Notary Public
My Commission Expires:

[NOTARY SEAL]

SCHEDULE 1 - INTELLECTUAL PROPERTY

Trademark Registrations		
Mark	Serial No.	Registration No.
BUCKS COUNTY COFFEE CO.	76/308,255	2,591,422
PROPRIETOR'S CHOICE	76/578,305	3,066,411
LIFE SHOULD BE THIS SIMPLE	76/442,858	2,721,274
MISTLETOE BLEND .	75/237,533	2,137,154
BUCKS COUNTY COFFEE CO.	75/072,957	2,057,079

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