

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keltic Financial Partners LP		10/14/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	First Colony Coffee and Tea Company		
Street Address:	204 West 222nd Street		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23517		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0920812	GOLDEN BLEND	
Registration Number:	1192242	FIRST COLONY	
Registration Number:	1294758	WATER ST.	
Registration Number:	1589181	CAFFE' BELLISSIMO	
Registration Number:	1615925	BENCHELEY	
CORRESPONDENCE DATA			
Fax Number:	(202)955-5564		
Phone:	202 663-7271		
Email:	thomas.brooke@hklaw.com, ptdocketing@hklaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Thomas W. Brooke, Holland & Knight LLP		
Address Line 1:	2099 Pennsylvania Avenue, NW		
Address Line 2:	Suite 100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		

OP \$140.00 0920812

ATTORNEY DOCKET NUMBER:	126458/2
NAME OF SUBMITTER:	Thomas W. Brooke
Signature:	/Thomas W. Brooke/
Date:	10/16/2011
Total Attachments: 2 source=kelticrelease#page1.tif source=kelticrelease#page2.tif	

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS (this "Agreement") dated as of this ____ day of October, 2011 is made by Keltic Financial Partners II, LP (the "Assignor"), in favor of First Colony Coffee and Tea Company, 204 West 222nd Street, Norfolk, Virginia 23517 (the "Assignee"). Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement (as defined below).

WHEREAS, pursuant to a Loan and Security Agreement dated April 29th 2005, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Assignor and the Assignee, the Assignee mortgaged, pledged, hypothecated and granted to the Assignor a security interest in, for the Assignor's benefit, Assignee's right title and interest in the Trademark Collateral owned or held by the Assignee;

WHEREAS, the Security Agreement was recorded in the U.S. Trademark and Trademark Office on May 4, 2005 at Reel 3077 Frame 0954; and

NOW, THEREFORE, In consideration for the satisfaction of the security interest, and for other good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Assignor hereby releases any and all right, title and interest in all the Trademark Collateral owned or held by the Assignee, including, but not limited to, the Trademarks referred to in Attachment I hereto, the right to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, and the proceeds thereof, and hereby reassigns such right, title and interest in such Trademark Collateral to the Assignee.

2. 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 instrument.

IN WITNESS WHEREOF, Keltic Financial Partners, LP has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

Keltic Financial Partners II, LP

By:  _____

Name: Oleh Szczupak

Title: Executive Vice President

ATTACHMENT 1

Trademark	Registration Number
BENCHELEY	1,615,925
CAFFE' BELLISSIMO	1,589,181
WATER ST.	1,294,758
FIRST COLONY	1,192,242
GOLDEN BLEND	920,812

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