

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
Argo Tea, Inc.		05/11/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Walnut Private Equity Fund, L.P.
Street Address:	312 Walnut Street
Internal Address:	Suite 1151
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Hauser Capital Partners, LLC
Street Address:	8260 North Creek Drive
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

Name:	Hauser Tysoe, LLC
Street Address:	8260 North Creek Drive
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4104572	TEA + INGREDIENTS WITH PURPOSE

900223420

**TRADEMARK
 REEL: 004782 FRAME: 0671**

CH \$540.00 4104572

Registration Number:	4036557	MANGO MATECCINO
Registration Number:	3879762	ARGO COFFEE
Registration Number:	3065190	SMOOTEA
Registration Number:	3856138	LOYALTEA
Registration Number:	3711457	HIBISCUS STEAMER
Registration Number:	3704625	TEA SPARKLE
Registration Number:	3704624	TEA SANGRIA
Registration Number:	3681758	MOJITEA
Registration Number:	3672569	GREEN TEA GINGER TWIST
Registration Number:	3711431	WHITE TEA ACAI SQUEEZE
Registration Number:	3711430	VALENTEA PASSION
Registration Number:	3684701	PUMPKIN CHAI
Registration Number:	3711428	CAROLINA HONEY
Registration Number:	3869064	WHITE FROSTEA
Registration Number:	3704622	TEA SQUEEZE
Registration Number:	3681757	RED VELVET
Registration Number:	3598240	CHARITEA
Registration Number:	3539708	
Registration Number:	3498430	ARGO TEA
Registration Number:	3498428	ARGO

CORRESPONDENCE DATA

Fax Number: 2025339099
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-467-8856
Email: iplaw@vorys.com, rsdonnell@vorys.com, jspiantanida@vorys.com, rwilliams@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLAW@Vorys
Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	067396-2/1707/ARGOSECINT
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	05/15/2012

source=(13809171)_ (1)_Argo Settlement_ Trademark Security Agreement_ Executed#page1.tif
source=(13809171)_ (1)_Argo Settlement_ Trademark Security Agreement_ Executed#page2.tif
source=(13809171)_ (1)_Argo Settlement_ Trademark Security Agreement_ Executed#page3.tif
source=(13809171)_ (1)_Argo Settlement_ Trademark Security Agreement_ Executed#page4.tif
source=(13809171)_ (1)_Argo Settlement_ Trademark Security Agreement_ Executed#page5.tif
source=(13809171)_ (1)_Argo Settlement_ Trademark Security Agreement_ Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

(Short Form)

This Trademark Security Agreement (this "Agreement") is dated as of May 11, 2012, by and between **ARGO TEA, INC.**, a Delaware corporation (the "Debtor"), having its chief executive office at 16 W. Randolph Street, Chicago, Illinois 60601 and **WALNUT PRIVATE EQUITY FUND, L.P.**, a Delaware limited partnership ("Walnut"), with offices at 312 Walnut Street, Suite 1151, Cincinnati, Ohio 45202, **HAUSER CAPITAL PARTNERS, LLC**, an Ohio limited liability company ("Hauser Capital"), with offices at 8260 North Creek Drive, Cincinnati, Ohio 45236 and **HAUSER TYSOE, LLC**, an Ohio limited liability company ("Hauser Tysoe"), with offices at 8260 North Creek Drive, Cincinnati, Ohio 45236 (each of Walnut, Hauser Capital and Hauser Tysoe being a "Secured Party" individually, and together the "Secured Parties").

This Agreement is executed pursuant to the terms of the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Debtor and the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Parties a security interest in all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

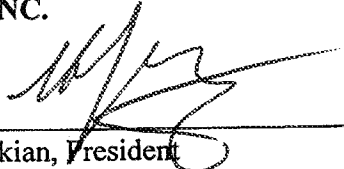
- (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");
- (b) all renewals of each of the Trademarks;
- (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;
- (d) all rights to sue for past, present and future infringements of any and all Trademarks;
- (e) all rights corresponding to each of the Trademarks throughout the world;
- (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and
- (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing.

This Agreement is supplemental to, and does not merge with, the Security Agreement; provided, however, that any rights and remedies available to the Secured parties shall be governed exclusively by the Security Agreement. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ARGO TEA, INC.

By: 
Arsen Avakian, President

WALNUT PRIVATE EQUITY FUND, L.P.

By: Walnut Private Equity Funds GP, LLC, its general partner

By: _____

Printed Name: _____

Title: _____

HAUSER CAPITAL PARTNERS, LLC

By: _____

Printed Name: _____

Title: _____

HAUSER TYSOE, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this ___ day of May, 2012 by Arsen Avakian, President of Argo Tea, Inc., a Delaware corporation, on behalf of such corporation.


Notary Public

My commission expires:

05/27/2012



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ARGO TEA, INC.

By: _____
Arsen Avakian, President

WALNUT PRIVATE EQUITY FUND, L.P.

By: Walnut Private Equity Funds GP, LLC, its general partner

By: James M. Gould
Printed Name: James M. Gould
Title: Managing General Partner

HAUSER CAPITAL PARTNERS, LLC

By: _____
Printed Name: _____
Title: _____

HAUSER TYSOE, LLC

By: _____
Printed Name: _____
Title: _____

STATE OF ILLINOIS

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of May, 2012 by Arsen Avakian, President of Argo Tea, Inc., a Delaware corporation, on behalf of such corporation.

Notary Public

My commission expires:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ARGO TEA, INC.

WALNUT PRIVATE EQUITY FUND, L.P.

By: _____
Arsen Avakian, President

By: Walnut Private Equity Funds GP, LLC, its
general partner

By: _____

Printed Name: _____

Title: _____

HAUSER CAPITAL PARTNERS, LLC

HAUSER TYSOE, LLC

By: Paul Swanson

By: Paul Swanson

Printed Name: Paul Swanson

Printed Name: Paul Swanson

Title: Manager

Title: Manager

STATE OF ILLINOIS

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of May, 2012 by Arsen Avakian, President of Argo Tea, Inc., a Delaware corporation, on behalf of such corporation.

Notary Public

My commission expires:

SCHEDULE I**TRADEMARKS**

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
TEA + INGREDIENTS WITH PURPOSE	04-15-2011	85/296,485	02-28-2012	4,104,572
MANGO MATECCINO	02-28-2011	85/253,063	10-04-2011	4,036,557
ARGO COFFEE	04-12-2010	85/012,075	11-23-2010	3,879,762
SMOOTEA	07-27-2004	78/457,650	03-07-2006	3,065,190
LOYALTEA	02-05-2010	77/929,396	10-05-2010	3,856,138
HIBISCUS STEAMER	02-20-2009	77/674,631	11-17-2009	3,711,457
TEA SPARKLE	02-09-2009	77/666,597	11-03-2009	3,704,625
TEA SANGRIA	02-09-2009	77/666,588	11-03-2009	3,704,624
MOJITEA	02-09-2009	77/666,576	09-08-2009	3,681,758
GREEN TEA GINGER TWIST	02-09-2009	77/666,568	08-25-2009	3,672,569
WHITE TEA ACAI SQUEEZE	02-09-2009	77/666,530	11-17-2009	3,711,431
VALENTEA PASSION	02-09-2009	77/666,479	11-17-2009	3,711,430
PUMPKIN CHAI	02-09-2009	77/666,465	09-15-2009	3,684,701
CAROLINA HONEY	02-09-2009	77/666,406	11-17-2009	3,711,428
WHITE FROSTEA	02-09-2009	77/666,390	11-02-2010	3,869,064
TEA SQUEEZE	02-09-2009	77/666,352	11-03-2009	3,704,622
RED VELVET	02-09-2009	77/666,340	09-08-2009	3,681,757
CHARITEA	08-22-2008	77/553,770	03-31-2009	3,598,240
Argo Tea Logo	01-18-2008	77/375,773	12-02-2008	3,539,708
ARGO TEA	01-16-2008	77/373,558	09-09-2008	3,498,430
ARGO	01-16-2008	77/373,439	09-09-2008	3,498,428