

## 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
Limerick Tea & Coffee USA, L.P.		03/14/2013	LIMITED PARTNERSHIP: NEW JERSEY
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Agent		
Street Address:	West Commercial Banking Center		
Internal Address:	2 Robert Speck Parkway, 4th Floor		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4Z 1H8		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2790992	HIGGINS & BURKE	
Registration Number:	2262833	BROWN GOLD	
Registration Number:	1962251	BEECH-NUT	
Registration Number:	1786926	DEMAND THE BEST	
Registration Number:	1702604	RICH & SINGLE	
Registration Number:	1099724	MARTINSON MR AUTOMATIC	
Registration Number:	0745209	MARTINSON	
Registration Number:	0720419	THE COFFEE-ER COFFEE	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	716.856.4000		

CH \$215.00 2790992

Email: rwatt@hodgsonruss.com  
Correspondent Name: Rachel S. Watt  
Address Line 1: Hodgson Russ LLP  
Address Line 2: 140 Pearl Street, Suite 100  
Address Line 4: Buffalo, NEW YORK 14202-4040

ATTORNEY DOCKET NUMBER:	021204.00012
-------------------------	--------------

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Rachel S. Watt
--------------------	----------------

Signature:	/rachel s. watt#46186/
------------	------------------------

Date:	03/19/2013
-------	------------

Total Attachments: 6  
source=TrademarkLimerick#page1.tif  
source=TrademarkLimerick#page2.tif  
source=TrademarkLimerick#page3.tif  
source=TrademarkLimerick#page4.tif  
source=TrademarkLimerick#page5.tif  
source=TrademarkLimerick#page6.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 14, 2013, is between LIMERICK TEA & COFFEE USA, L.P., a New Jersey limited partnership (the "Grantor"), and The Bank of Nova Scotia, in its capacity as agent for the "Secured Parties" as such term is defined in the Credit Agreement referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Canadian Borrower has entered into a Second Amended and Restated Credit Agreement dated as of March 14, 2013 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with the parties identified therein as borrowers, guarantors, various financial institutions (the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Canadian Borrower and such parties so identified as US Borrowers;

WHEREAS, the Grantor has executed and delivered an amended and restated security agreement dated as of March 14, 2013 (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Agent as security for its obligations under the Credit Agreement and certain other obligations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Credit Agreement or the Security Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of all of its Liabilities, the Grantor hereby assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule 1 hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of

the foregoing. Insofar as this Section 2 applies to trademarks that are owned and have been applied for or registered in Canada by the Grantor (including, without limitation, those trademarks described in Schedule 1 hereto as having been applied for or registered in Canada) (collectively, the "Canadian Trademarks"), the language in this Section 2 that reads "the Grantor hereby assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties", shall be amended to read "the Grantor hereby grants to the Agent for the benefit of the Secured Parties". For the avoidance of any doubt, for the purposes of this Section 2 the Grantor is and shall remain the legal and registered owner of the Canadian Trademarks.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent 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 therein.

6. Governing Law. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws other than Section 5-1401 of the General Obligations Law of the State of New York. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. Amendment and Restatement. This Agreement is and shall be for all purposes an amendment and restatement of the Trademark Security Agreement dated as of December 8, 2005 by the Grantor in favor of the Agent for the benefit of the Lenders as referred to therein (the "Original Trademark Security Agreement"). While this Agreement supersedes the Original Trademark Security Agreement insofar as it constitutes the entire agreement between the parties covering the subject matter of this Agreement, this Agreement merely amends and restates the Original Trademark Security Agreement and does not constitute or result in a novation or rescission of the Original Trademark Security Agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE(S)  
FOLLOW(S)]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**GRANTOR:**

LIMERICK TEA & COFFEE USA, L.P.  
(a New Jersey limited partnership) by its  
General Partner,

Balcaris Tea & Coffee USA, Inc.

By:   
Name: Paul Higgins, Jr.  
Title: President

By:   
Name: Michael S. Higgins  
Title: Secretary

**AGENT:**

THE BANK OF NOVA SCOTIA, as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page - Amended and Restated Trademark Security Agreement]

021204.00012 Business 11015647v6

TRADEMARK  
REEL: 004985 FRAME: 0199

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**GRANTOR:**

LIMERICK TEA & COFFEE USA, L.P.  
(a New Jersey limited partnership) by its  
General Partner,

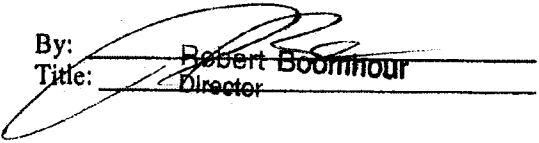
Balcaris Tea & Coffee USA, Inc.

By: \_\_\_\_\_  
Name: Paul Higgins, Jr.  
Title: President

By: \_\_\_\_\_  
Name: Michael S. Higgins  
Title: Secretary

**AGENT:**

THE BANK OF NOVA SCOTIA, as Agent

By:  \_\_\_\_\_  
Title: Robert Bourne  
Director

[Signature Page - Amended and Restated Trademark Security Agreement]

021204.00012 Business 11015647

**TRADEMARK**  
**REEL: 004985 FRAME: 0200**

**SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT**

**TRADE MARKS**

<b>TITLE</b>	<b>REGISTRATION/ FILE NUMBER</b>	<b>REGISTRATION/ FILING DATE</b>	<b>STATUS &amp; COUNTRY</b>
BROWN GOLD	TMA587430	August 19, 2003	Registered- Canada
EL EXIGENTE	TMA209220	September 5, 1975	Registered- Canada
THE COFFEE-ER COFFEE	TMA208810	August 15, 1975	Registered- Canada
MARTINSONS	711860	June 20, 1997	Registered- Australia
BROWN GOLD	818149015	February 4, 1997	Registered- Brazil
MARTINSONS	000316877	August 19, 1998	Registered- European Community
BROWN GOLD	825669	March 22, 2004	Registered- Mexico
JM MARTINSON & Design	B839182	Filed September 12, 1962	Registered- United Kingdom
BROWN GOLD	P180475	September 1, 1995	Registered- Venezuela
HIGGINS & BURKE	2,790,992	December 9, 2003	Registered- United States
BROWN GOLD	2,262,833	July 20, 1999	Registered- United States
BEECH-NUT	1,962,251	March 12, 1996	Registered- United States
DEMAND THE BEST	1,786,926	August 10, 1993	Registered (to lapse) - United States
RICH & SINGLE	1,702,604	July 21, 1992	Registered (to lapse) - United States
MARTINSON MR. AUTOMATIC & Design	1,099,724	August 15, 1978	Registered- United States
MARTINSON	745,209	February 12, 1963	Registered- United States
THE COFFEE-ER COFFEE & Design	720,419	August 22, 1961	Registered (to lapse) - United States

021204.00012 Business 11015647v6