

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
	Eight O'Clock Coffee Company		03/28/2013	CORPORATION: DELAWARE
	Eight O'Clock Holdings, Inc.		03/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent			
Street Address:	245 Park Avenue			
Internal Address:	37th Floor			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10167			
Entity Type:	New York State Licensed Branch of A Dutch Banking Cooperative: NETHERLANDS			
PROPERTY NUMBERS Total: 10				
	Property Type	Number	Word Mark	
	Registration Number:	1409723	BOKAR	
	Serial Number:	85381509	BREW CUP	
	Serial Number:	85423296	BREW CUPS	
	Registration Number:	3634891	BREW AT HOME	
	Registration Number:	1409722	EIGHT O'CLOCK	
	Registration Number:	2931238	EIGHT O'CLOCK	
	Serial Number:	85360332	EIGHT O'CLOCK CAFE	
	Serial Number:	85814701	EIGHT O'CLOCK COFFEE	
	Registration Number:	3856208	EIGHT O'CLOCK COFFEE ROYALE	
	Registration Number:	3878303	METABOLISM BOOST	
CORRESPONDENCE DATA				

Fax Number: 6785532602

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.011100
NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	04/02/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of March, 2013, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Eight O'Clock Holdings, Inc., a Delaware corporation, and Eight O'Clock Coffee Company, a Delaware corporation, as borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of March 28, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be or may be construed to be, an assignment of any Intent-to-Use Applications of the Grantor, and any Intent-to-Use Applications are specifically excluded from the Trademark Collateral for purposes of this Trademark Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

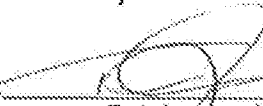
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

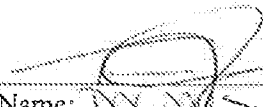
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EIGHT O'CLOCK HOLDINGS, INC., a
Delaware corporation

By: 
Name: THOMAS J. COLEMAN
Title: Vice President, Chief Financial Officer

EIGHT O'CLOCK COFFEE COMPANY, a
Delaware corporation

By: 
Name: THOMAS J. COLEMAN
Title: Vice President, Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW YORK
BRANCH, as Administrative Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

EIGHT O'CLOCK COFFEE COMPANY, a
Delaware corporation

By: _____

Name: Thomas J. Corcoran

Title: Vice President - Chief Financial Officer

EIGHT O'CLOCK HOLDINGS, INC., a Delaware
corporation

By: _____

Name: Thomas J. Corcoran

Title: Vice President - Chief Financial Officer

ADMINISTRATIVE AGENT:

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as**
Administrative Agent

By: _____

Name:  CLAIRE LAURY

Title: EXECUTIVE DIRECTOR

By: _____

Name:  Van Brandenburg

Title: Executive Director

AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

TRADEMARK
REEL: 004996 FRAME: 0099

SCHEDULE I

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Appl./Reg. Number</u>	<u>Reg. Date</u>
EIGHT O'CLOCK	Argentina	2,382,693	7/26/10
EIGHT O'CLOCK	Australia	1201999	5/12/08
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	Australia	1201995	5/12/08
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	Belarus	30929	10/29/09
EIGHT O'CLOCK	Belarus	30928	10/29/09
EIGHT O'CLOCK	Brazil	Appl. No. 901923508	Filed 9/3/09
EIGHT O'CLOCK	Bulgaria	78555	1/18/12
BOKAR	Canada	UCA 0015478	3/24/41
EIGHT O'CLOCK	Canada	TMA 0425098	3/11/94
EIGHT O'CLOCK	Chile	949.460	5/7/12
EIGHT O'CLOCK	China	5487812	6/7/09
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	China	5487811	9/7/09
EIGHT O'CLOCK	Colombia	401176	4/28/10
EIGHT O'CLOCK	European Union	005182753	6/14/07
EIGHT O'CLOCK FRESHNESS GUARANTEED (& Design)	European Union	005182803	6/15/07
EIGHT O'CLOCK	Hong Kong	30156023	8/24/10
EIGHT O'CLOCK	India	1590545	1/31/11

EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	India	1590544	1/17/11
EIGHT O'CLOCK	Japan	3,043,161	5/31/95
EIGHT O'CLOCK	Malaysia	Appl. No. 06011953	Filed 7/7/06
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	Malaysia	Appl. No. 06011954	Filed 7/7/06
EIGHT O'CLOCK	Mexico	1167417	7/6/10
8 O'CLOCK	New Zealand	65043	10/2/62
EIGHT O'CLOCK	New Zealand	776,949	3/12/09
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	New Zealand	776,953	4/9/09
EIGHT O'CLOCK	Russia	394602	11/24/09
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	Russia	397441	12/24/09
FIVE O'CLOCK (with Cyrillic Characters)	Russia	392806	9/28/99
EIGHT O'CLOCK	Serbia	63240	9/28/11
EIGHT O'CLOCK	Turkey	2006 33668	7/18/07
EIGHT O'CLOCK FRESHNESS GUARANTEED QUALITY SINCE 1859 (& Design)	Turkey	2006 33667	7/18/07
EIGHT O'CLOCK	Turkmenistan	9449	8/3/07
EIGHT O'CLOCK FRESHNESS GUARANTEED	Turkmenistan	9450	8/3/07

QUALITY SINCE 1859
(& Design)

EIGHT O'CLOCK Ukraine 83856 10/25/07

EIGHT O'CLOCK Ukraine 92522 6/10/08

FRESHNESS

GUARANTEED

QUALITY SINCE 1859
(& Design)

BOKAR United States 1,409,723 9/16/86

BREW CUP United States Appl. No. 85/381,509 Filed 7/26/11

BREW CUPS United States Appl. No. 85/423,296 Filed 9/15/11

BREW AT HOME United States 3,634,891 6/9/09

EIGHT O'CLOCK United States 1,409,722 9/16/86

EIGHT O'CLOCK United States 2,931,238 3/8/05

EIGHT O'CLOCK United States Appl. No. 85/360,332 Filed 6/30/11

EIGHT O'CLOCK COFFEE United States Appl. No. 85/814,701 Filed 1/03/13

EIGHT O'CLOCK COFFEE ROYALE United States 3,856,208 10/5/10

METABOLISM BOOST United States 3,878,303 11/16/10

EIGHT O'CLOCK Uruguay Appl. No. 405,289 Filed 9/7/09

EIGHT O'CLOCK Venezuela 305.285-P Reg. 7/23/10

Trade Names

Trade Name

Jurisdiction

Reg. Date

TATA GLOBAL
BEVERAGES U.S.

New Jersey

September 30, 2010

TATA GLOBAL
BEVERAGES U.S.

Maryland

October 1, 2010