

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated as of the 6th day of September, 2002, by and between HARRIS FREEMAN & CO., L.P., a California limited partnership (the "Borrower") and WELLS FARGO HSBC TRADE BANK, N.A. (the "Lender").

RECITALS

A. The Borrower and the Lender have entered into that certain Credit Agreement dated as of even date herewith by and between the Lender and the Borrower (the "Credit Agreement," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement). As a condition to the effectiveness of the Credit Agreement, the Borrower and the Lender entered into that certain Security Agreement dated as of even date herewith between Borrower and the Lender (the "Security Agreement"), in which the Borrower has granted to the Lender a security interest in certain assets of Borrower, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Borrower or used in Borrower's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Borrower hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Borrower, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising rights (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Lender for past, present and future infringements of any of the foregoing; and

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Lender in writing of any additional trademarks registered with the PTO of which Borrower becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Lender under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

[Signature Page Following]

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the day and year first above written.

HARRIS FREEMAN & CO., L.P., a California limited partnership

By:

JOHN SINCLAIR TEA COMPANY, LLC,
its General Partner

By: *AShah*
Anil J. Shah, Vice President

WELLS FARGO HSBC TRADE BANK, N.A.

By: _____
Michael Ho, Senior Vice President and Regional
Vice President

IN WITNESS WHEREOF, this Supplemental Trademark Agreement is executed as of the day and year first above written.

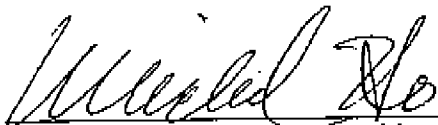
HARRIS FREEMAN & CO., L.P., a California limited partnership

By:

JOHN SINCLAIR TEA COMPANY, LLC,
its General Partner

By: _____
Anil J. Shah, Vice President

WELLS FARGO HSBC TRADE BANK, N.A.

By:  _____
Michael Ho, Senior Vice President and Regional
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 16th Sept, 2002, before me, the undersigned notary public in and for said County and State, personally appeared ANIL SHAR, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies) and that, by his/~~her/their~~ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Mukesh Desai
My commission expires on Nov. 11, 2005



STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On Sept. 16, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Michael Ho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is) subscribed to the within instrument and acknowledged to me that (he) ~~she/they~~ executed the same in (his) ~~her/their~~ authorized capacity(ies) and that, by (his) ~~her/their~~ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Dabretra Y. Thomas
My commission expires on Nov 4, 2005

SCHEDULE 1
TO SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

MARK	REGISTRATION #	CLASSIFICATION	DATE OF REGISTRATION	REGISTERED OWNER
Fruit Dream	Serial# 75/437039	International: 030 US: 046 fruit tea	Pending	Harris Freeman & Co., LP & John Sinclair Tea LLC (Nevada)
Glenmere	Principal Register 1958899	International: 030 US: 046 tea in tea bag form, instant tea mixes, loose tea leaves and iced tea mix.	2/27/96	Harris Freeman & Co., LP
Harris Tea Co.	Supplemental Register 2599719	International: 035 US: 100 101 102 packaging tea to the order and specification of others	7/23/02	Harris Freeman & Co., LP
Harris	Principal Register 2191670	International: 030 US: 046 tea	9/22/98	Harris Freeman & Co., LP by assignment filed by Harris Milford in 11/00
Harris (logo)	Supplemental Register 2128381	International: 035 US: 100 101 102 packaging tea to the order and specification of others	1/13/98	Harris Freeman & Co., LP by assignment filed by Harris Milford in 11/00