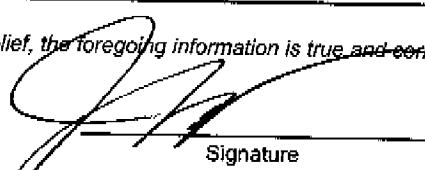


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Canadian Imperial Bank of Commerce</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other Canadian Chartered Bank</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Seattle's Best Coffee, LLC Internal Address: Suite 500 Street Address: 413 Pine Street City: Seattle State: WA Zip: 98101</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other Washington Limited Liability Company</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Release</p> <p>Execution Date: May 23, 2002</p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1557057 2106718 2067576 1923926 1910161</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: James Talbot, Esq. Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP Street Address: Four Times Square City: New York State: NY Zip: 10036-6522</p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 3.41).....\$ 140.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 19-2385 [Our Ref:139900-328]</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p>James Talbot  July 2, 2003</p> <p>Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p>	

CH \$140.00 192385 1557057

RELEASE

(Trademarks)

This RELEASE (Trademarks) is given this 23rd day of May, 2002 by Canadian Imperial Bank of Commerce ("Assignor") to Seattle's Best Coffee, LLC, a Washington limited liability company ("Assignee"), as follows:

WHEREAS, Assignee and Assignor entered into a Subsidiary Trademark Collateral Security Agreement dated March 17, 1998 ("Security Agreement");

WHEREAS, pursuant to said Security Agreement, Assignee assigned unto Assignor and granted to Assignor a security interest in all of Assignee's right, title and interest in certain collateral, including the trademarks listed on Schedule A hereto (the "Trademarks");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on April 16, 1998, at Reel 1720, Frame 0467; and

WHEREAS, Assignee has fully paid, performed, discharged and observed all its obligations to Assignor under the Security Agreement as necessary for Assignor to grant this Release (Trademarks).

NOW, THEREFORE, Assignor hereby releases all security interest, liens, encumbrances and any other right, title and interest in or to the collateral including, but not limited to, the Trademarks, and reassigns all its right, title, and interest in such Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Release (Trademarks) to be duly executed by its duly authorized officer as of this ___ day of May, 2002.

CANADIAN IMPERIAL BANK OF COMMERCE

By: Katherine Bass

Name: Katherine Bass

Title: Authorized Signatory

STATE OF NEW YORK COUNTY OF NEW YORK

On this, the _____ day of May, 2002, before me _____, the undersigned officer, personally appeared Katherine Bass, who acknowledged himself/herself/themselves to be the _____ of Canadian Imperial Bank of Commerce, a Canadian chartered bank acting through its New York Agency, as Administrative Agent, and that he/she/they as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In witness whereof, I hereunto set my hand and official seal.

Joselyn Chico
Notary Public

Joselyn Chico
Printed Name

My Commission Expires:

9/4/05

JOSELYN CHICO
NOTARY PUBLIC, State of New York
No. 01CH6063868
Qualified In New York County
Commission Expires Sept. 4, 2005

SCHEDULE A to RELEASE (Trademarks)

(see attached)

SCHEDULE A
TO
TRADEMARK COLLATERAL
SECURITY AGREEMENT

Seattle's Best Coffee, LLC Registrations

Trademark	App. No.	Reg. Date	Class(es)	Country/State
TT'S POURING IN SEATTLE	1,639,403	3/10/91	18 & 25	U.S.
TT'S POURING IN SEATTLE	1,598,702	6/15/90	30	U.S.
SBC & Design	1,557,057	9/19/89	30 & 42	U.S.
ZOOMORS	1,520,224	10/30/90	30	U.S.
EMERALD CITY BLEND	1,719,558	9/22/92	30	U.S.
HENRY'S BLEND	2,106,718	10/21/97	30	U.S.
TT'S POURING IN SEATTLE	400031	7/24/92	30	Canada
LATTE COOLER	1,726,713	10/20/92	30	U.S.
LATTE COOLER	429,847	7/1/94	30	Canada
LATTE COOLER	2575179	9/30/93	30	Japan
MOCHA COOLER	020998	11/15/91	35	Washington
SBC & DESIGN	405868	12/4/92	18, 25, 30, 39 & 42	Canada
SBC & Design	1516327	10/18/92	42	United Kingdom
SBC & Design	1514799	3/10/92	30	United Kingdom
SBC & Design	2389428	12/25/91	30	Japan
SBC & Design	10512180700	11/7/89	30	Korea
SBC & Design	421839	4/11/90	30	Taiwan

TRADEMARK
REEL: 1720 FRAME: 0488

TRADEMARK
REEL: 002677 FRAME: 0985

Seattle's Best Coffee, LLC Registrations

Trademark	App. No.	Reg. Date	Class(es)	Country/State
SBC & Design (new oval design)	2,067,578	03/07	30, 42	U.S.
SBC (word mark)	1,923,926	10/3/05	30	U.S.
SBC SEATTLE'S BEST COFFEE COFFEE	1,855,087	02/27/04	30	U.S.
SEATTLE'S BEST BLEND	1,640,970	4/9/01	30	U.S.
SEATTLE'S BEST COFFEE	1,910,161	8/9/05	25, 30 & 42	U.S.
SEATTLE'S BEST COFFEE	1,639,432	3/20/01	30	U.S.
STEWART BROTHERS COFFEE	10511	11/7/09	30	Korea
TERRA MADRE	020072	11/9/01	30	Washington
TERRA MADRE (translated "Mother Earth")	1,716,205	9/15/02	30	U.S.
VIPCO	1,724,302	10/13/02	40	U.S.
WORKING IN HARMONY WITH THE EARTH	1,719,273	8/25/02	30	U.S.

*Incontestable Registration

TRADEMARK REEL: 1720 FRAME: 0489