

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--------------------------------------|---------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Partial Release | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A., as Administrative Agent | | 09/15/2012 | Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Green Mountain Coffee Roasters, Inc. | | |
| Street Address: | 33 Coffee Lane | | |
| City: | Waterbury | | |
| State/Country: | VERMONT | | |
| Postal Code: | 05676 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1661868 | SPINELLI COFFEE COMPANY SAN FRANCISCO | |
| Registration Number: | 2119772 | SPINELLI COFFEE COMPANY SAN FRANCISCO | |
| Registration Number: | 1664276 | SPINELLI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | daniel.cote@thomsonreuters.com | | |
| Correspondent Name: | James P. Murphy, Legal Assistant | | |
| Address Line 1: | 80 Pine Street | | |
| Address Line 2: | Cahill Gordon & Reindel LLP | | |
| Address Line 4: | New York, NEW YORK 10005 | | |
| NAME OF SUBMITTER: | James P. Murphy, Legal Assistant | | |
| Signature: | /daniel cote thomsonreuters/ | | |

OP \$90.00 1661868

Date:

09/18/2012

Total Attachments: 8

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September 15, 2012

Green Mountain Coffee Roasters, Inc.
33 Coffee Lane
Waterbury, Vermont 05676
Attention: Frances Rathke, Chief Financial Officer
Telecopier: (802) 244-6566
Electronic Mail: Fran.Rathke@gmcr.com

Partial Release of Security Interest in Trademarks (the "Release")

Gentlemen and Ladies:

Reference is hereby made to (i) the Security Agreement, dated as of December 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Green Mountain Coffee Roasters, Inc., a Delaware corporation (the "Borrower"), the guarantors party thereto and Bank of America, N.A., as administrative agent (the "Administrative Agent"); (ii) the Trademark Security Agreement, dated as of December 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among the Borrower, the guarantors party thereto and the Administrative Agent; (iii) the Amended and Restated Credit Agreement, dated as of June 9, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Administrative Agent, the lenders from time to time party thereto and the other agents named therein; and (iv) the Trademark Assignment Agreement, dated August 24, 2012 (the "Assignment Agreement"), among the Borrower and Spinelli Pte Ltd, a Singapore private limited company ("Spinelli"). Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable, unless otherwise noted herein.

A. The Borrower has determined that it is advisable and in the Borrower's best interest to transfer the Trademarks listed on Annex A (collectively, the "Released Property") hereto to Spinelli pursuant to the Assignment Agreement.

B. Pursuant to an Officer's Certificate dated as of the date hereof (the "Officer's Certificate"), the Borrower has requested that the Administrative Agent execute this Release to release any right, title and interest of the Administrative Agent under the Security Agreement or Trademark Security Agreement in and to the Released Property, which has been granted, pledged, conveyed, transferred and set over to the Secured Parties under the Security Agreement or Trademark Security Agreement as collateral to secure, among other things, obligations of the Loan Parties under the Loan Documents.

C. The Administrative Agent has agreed to execute this release and deliver any UCC amendment statements with respect to Released Property as may be necessary to effect such release.

Accordingly, the Administrative Agent agrees as follows:

Section 1. Release of Liens. The Administrative Agent, without covenant or warranty, express or implied, and without recourse to it, hereby agrees, in reliance on the representations set forth in the Officer's Certificate and without independent investigation, that any right, title and interest of the Administrative Agent in and to the Released Property which has been granted, pledged, conveyed, transferred and set over to the Secured Parties under the Security Agreement or Trademark Security Agreement is hereby released, effective as of the date of the Assignment Agreement. For the avoidance of any doubt, the foregoing release is limited only to the Released Property, and the foregoing release shall not apply or extend to any other Collateral arising under the Security Agreement, Trademark Security Agreement or any other Loan Document.

Section 2. Further Assurances. The Administrative Agent irrevocably authorizes the Borrower and its counsel to file, in the name and on behalf of the Administrative Agent and any other Secured Party (at the expense of the Borrower), (i) the UCC amendment statement (the "UCC Amendment") set forth on Annex B hereto at the relevant filing office(s) and (ii) this Release at the United States Patent and Trademark Office denominated as a "partial release" on the United State Patent and Trademark Office "Recordation Form Cover Sheet" or as the "Conveyance Type" if filed using the Eletronic Trademark Assignment System to partially release the Releaed Property. The Administrative Agent agrees to authorize, execute and deliver to the Borrower (at the expense of the Borrower) each instrument, notice, release, agreement or certificate as the Borrower may reasonably request to more fully effectuate or evidence the releases set forth herein. The filing of the UCC Amendment and this Release at the United States Patent and Trademark Office to release the Released Property except in connection with the transfer pursuant to the Assignment Agreement shall constitute an Event of Default under the Credit Agreement and Security Agreement.

Section 3. Miscellaneous. Each of the Credit Agreement, the Security Agreement and the Trademark Security Agreement is confirmed as being in full force and effect. This Release may be executed in any number of counterparts which together shall constitute one instrument, and shall bind and ensure to the benefit of the parties and their respectieve permitted successors and assigns. This Release shall be governed by and construed in accordance with the laws of the State of New York.

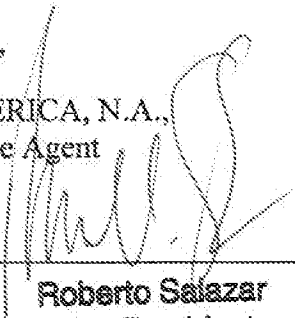
[Signature Page Follows]

Very truly yours,

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name:
Title:



Roberto Salazar
Vice President

Partial Release

TRADEMARK
REEL: 004863 FRAME: 0245

Annex A – Released Property

| <u>Registration Number</u> | <u>Trademark</u> |
|----------------------------|---------------------------------------|
| 1,661,868 | SPINELLI COFFEE COMPANY SAN FRANCISCO |
| 2,119,772 | SPINELLI COFFEE COMPANY SAN FRANCISCO |
| 1,664,276 | SPINELLI |

Annex B - UCC Amendment Statement

(See attached.)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Melissa R. Welin (617) 951-7751

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Melissa R. Welin
c/o Ropes & Gray
Prudential Tower
800 Boylston Street
Boston, MA 02199**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2010 4485011 Filed on December 17, 2010

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

| | | | | |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

| | | | | |
|--|-----------------------------------|--------------------------|----------------------------------|--|
| 7d. SEE INSTRUCTIONS Not Applicable | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE |
|--|-----------------------------------|--------------------------|----------------------------------|--|

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Trademarks listed on Schedule A hereto assigned pursuant to that certain Trademark Assignment Agreement, dated as of August 24, 2012, by and between debtor and Spinelli Pte Ltd.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Bank of America, N.A., as Administrative Agent

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

10. OPTIONAL FILER REFERENCE DATA

Schedule A

| <u>Registration Number</u> | <u>Trademark</u> |
|----------------------------|---------------------------------------|
| 1,661,868 | SPINELLI COFFEE COMPANY SAN FRANCISCO |
| 2,119,772 | SPINELLI COFFEE COMPANY SAN FRANCISCO |
| 1,664,276 | SPINELLI |