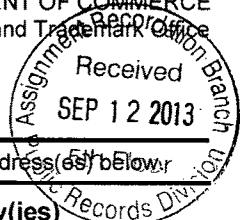


09/12/2013



103661801



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies):**

Lacas Coffee Company LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) as of August 1, 2013

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Sovereign Bank, N.A.

Street Address: 1500 Market Street - East Tower

City: Philadelphia

State: Pennsylvania

Country: USA Zip: 19102

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship Delaware - Main Office
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s)

3053322, 3594481, and 3922546

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Inez M. Markovich, Esq.

Internal Address: Deeb Blum Murphy Frishberg & Markovich, PC

Street Address: 1601 Market Street Suite 2600

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-563-0500

Docket Number: \_\_\_\_\_

Email Address: imarkovich@dbmfmlaw.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

09/13/2013 HTON11 00000003 3053322

Deposit Account Number 01 FC:8521 40.00 OP  
50.00 OP

Authorized User Name \_\_\_\_\_

**9. Signature:**

Inez M. Markovich  
Signature

8/6/13  
Date

Inez M. Markovich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**CONTINUATION SHEET FOR  
TRADEMARK REGISTRATIONS**

**SOVEREIGN BANK, N.A., SECURED PARTY  
LACAS COFFEE COMPANY LLC, DEBTOR**

<u>Registration No.</u>	<u>Description of Trademark</u>	<u>Registration Date</u>
3053322	Dallis Coffee – Word Mark only	May 25, 2004
3594481	Fresh Impression – Illustration Drawing Which includes words/letters/numbers	August 11, 2008
3922546	Gramercy Park Coffee – Illustration Drawing which includes words/letters/numbers	June 3, 2010

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made this 1st day of August, 2013, by and between **Lacas Coffee Company LLC**, a Delaware limited liability company ("Debtor"), and **Sovereign Bank, N.A.** ("Secured Party").

WHEREAS, Debtor is the owner of the certain U.S. trademark registrations listed on the attached Schedule A;

WHEREAS, Secured Party has extended a loan in the amount of Two Million Eight Hundred Seventy-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$2,879,999.00) to Debtor pursuant to the terms and conditions, among other things, of that certain Promissory Note dated the date hereof ("Note") made by Debtor in favor of Secured Party;

WHEREAS, Debtor and Secured Party have entered into that certain Security Agreement dated the date hereof (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Debtor's Debt and Liabilities (as defined in the Note and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Trademark Collateral") and the goodwill associated therewith, whether presently existing or hereafter created or acquired, as security for the prompt and complete performance when due of the Debtor's Obligations:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule A annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule A annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration,

Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule A annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule A annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

1. OTHER SECURITY INTERESTS. The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. RESTRICTIONS ON FUTURE AGREEMENTS. Debtor agrees that until all Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, Debtor will not, without the Secured Party's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with Debtor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Secured Party, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement.

3. NEW TRADEMARKS. Debtor represents and warrants to the Secured Party that the Trademarks listed and the Trademark Licenses listed on Schedule A constitute all of the Trademarks now owned by or licensed to Debtor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Security Agreement terminated, Debtor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions above shall automatically apply thereto and Debtor shall give to the Secured Party prompt written notice thereof. Debtor hereby authorizes the Secured to modify this Agreement upon such written notice by amending Schedule A to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable.

4. SECURED PARTY NOT LIABLE. Secured Party assumes no obligations whatsoever with respect to the Trademark Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by

telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the Debtor and shall inure to the benefit of the Debtor, the Secured Party and their respective successors and assigns; provided that Debtor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

WITNESS:

LACAS COFFEE COMPANY LLC

By: [Signature]

By: [Signature]  
Jonathan Del Re, Manager

SOVEREIGN BANK, N.A.

By: [Signature]  
Robert Ahrens, Senior Vice President

STATE OF New York :  
COUNTY OF Queens : ss.

On this, the 1<sup>st</sup> day of August, 2013, before a Notary Public in and for the State and County aforesaid, personally appeared Jonathan Del Re, who acknowledged himself to be the Manager of Lacas Coffee Company LLC, a Delaware limited liability company, and that as such Manager being authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

RAJENDRA PERSAUD  
Notary Public, State of New York  
Qualified in Nassau County  
No. 01PE8030502  
My Commission Expires 10-30-2013

[Signature]  
Notary Public

My Commission Expires: 10/30/2013