

12-10-2003

Form PTO-1594
(Rev. 10/02)
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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.

1. Name of conveying party(ies):

BURT'S BEES, INC. 11-13-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Delaware Corporation)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 11/07/03

2. Name and address of receiving party(ies)

Name: CANADIAN IMPERIAL BANK OF COMMERCE

Internal

Address: _____

Street Address: 425 Lexington Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other CORPORATION - CANADIAN

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

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

Name: Michelle L. Gursky, Esq

Internal Address: O'MELVENY & MYERS LLP

Street Address: 400 South Hope Street

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michelle L. Gursky, Esq.
Name of Person Signing

Signature

November 12, 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002876 FRAME: 0134

SCHEDULE A
U.S. Trademarks

Registered Owner	Trademark Description	Registration Number	Registration Date
Burt's Bees, Inc.	BURT'S BEES (word mark)	2171302	7/7/98
Burt's Bees, Inc.	BURT'S BEESWAX (word mark)	2240715	4/20/99
Burt's Bees, Inc.	BURT'S BEESWAX (design mark)	2240716	4/20/99
Burt's Bees, Inc.	BURT'S BEESWAX (design mark)	2244611	5/11/99
Burt's Bees, Inc.	BURT'S (word mark)	2171300	7/7/98
Burt's Bees, Inc.	BABY BEE (word mark)	2169521	6/30/98
Burt's Bees, Inc.	BABY BEE (design mark)	2173051	7/14/98
Burt's Bees, Inc.	FARMER'S MARKET (word mark)	2146503	3/24/98
Burt's Bees Inc.	FARMER'S FRIEND (word mark)	1794609	9/28/93
Burt's Bees, Inc.	FARMER'S FRIEND (design mark)	2180582	8/11/98
Burt's Bees, Inc.	FARMER'S FRIEND (design mark)	2197762	10/20/98
Burt's Bees, Inc.	GREEN GODDESS (word mark)	2185820	9/1/98
Burt's Bees, Inc.	KITCHEN CUPBOARD (word mark)	2165826	6/16/98
Burt's Bees, Inc.	WINGS OF LOVE (word mark)	2269884	8/10/99
Burt's Bees, Inc.	WISE WOMAN (word mark)	2180568	8/11/98
Burt's Bees, Inc.	FURRY FRIENDS (word mark)	2178272	8/4/98

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, BURT'S BEES, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Burt's Bees, Inc., a Delaware corporation ("**Borrower**"), has entered into a Credit Agreement dated as of November 7, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), and the other Agents named therein pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Providers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 7, 2003 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"): all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in

and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

To the extent any provision of this Grant of Trademark Security Interest irreconcilably conflicts with a provision in the Credit Agreement or the Security Agreement, the applicable provision in Credit Agreement or the Security Agreement, as the case may be, shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of November, 2003.

BURT'S BEES, INC.

By: Roxanne Quimby
Roxanne Quimby
President and Chief Executive Officer

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