

08-11-2009

Form PTO-1594 (Rev. 06/04)
OMB Collection 0691-0027 (ex p. 030/2005)

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



103570384

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

Record as of 3.3.09

1. Name of conveying party(ies)/Execution Date(s):

Farmer Bros. Co.

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

Citizenship (see guidelines) _____

Execution Date(s) March 2, 2009

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: Wachovia Bank, National Association

Internal Address: _____

Street Address: 251 South Lake Avenue, Suite 900

City: Pasadena

State: CA

Country: _____

Zip: 91101

Association Citizenship USA

General 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) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

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: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3578

Fax Number: 800-852-7049

Email Address: sis-uds@albanys.com

6. Total number of applications and registrations involved:

75

7. Total fee (37 CFR 2.0(b)(6) & 3.41) \$

- Authorized to be charged by credit card FEE PAID
- Authorized to be charged to deposit account PAID
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature:

Mercedes Farinas
Signature

Mercedes Farinas

Name of Person Signing

3/3/09
Date

Total number of pages including cover sheet, attachments, and document. 53

Documents to be recorded (including cover sheet) should be faxed to (703) 506-8896, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22315-1480

BEST AVAILABLE COPY

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached

1214807.4

A-1

MITCHELL SILBERBERG & KNUPP LLP

Report Created: 2/26/2009 12:27:36 PM

Trademark Inventory

<u>Applicant Name</u>	<u>TradeMark</u>	<u>Country</u>	<u>Renewal Due</u>
<u>Client Name</u>	<u>Classes</u>		
<u>Docket #</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Next Action due</u>
FARMER BROS. CO.	CCP in Design of Coffee Cup	California	January 12, 2012
FARMER BROS. CO.			
984018	1524	Jan 12, 2012	Jan 12, 1972
FARMER BROS. CO.	CONSISTENTLY GOOD!	California	January 20, 2011 - File Renewal
FARMER BROS. CO.			
983695	48583	Jan 20, 1971	Jan 20, 1971
COFFEE, TEA, SPICES, POWDERED HOT CHOCOLATE MIX, NON-DAIRY CREAMER FOR COFFEE AND FOOD SEASONINGS, in Class 46.			
FARMER BROS. CO.	DIPLOMAT	California	May 1, 2010
FARMER BROS. CO.			
983683	47830	May 1, 1980	May 1, 1990
BEVERAGE MAKING AND DISPENSING APPARATUS, in Class 21.			
FARMER BROS. CO.	INTERNATIONAL (WORLD LOGO)	California	May 1, 2010
FARMER BROS. CO.			
983670	47834	May 1, 1970	May 1, 1990
WHOLE AND GROUND SPICES, SEASONINGS, GARNISHES, POWDERS, SEEDS, HERBS, CHILE PODS AND BELL PEPPER DICES, in Class 46.			
FARMER BROS. CO.	PAN GUARD (block letters)	California	May 1, 2010
FARMER BROS. CO.			
983668	47821	May 1, 1970	May 1, 1990
LIQUID COMPOUND FOR APPLICATION TO COOKING UTENSILS BEFORE COOKING, Class 46			
FARMER BROS. CO.	VACU-STERL	California	May 19, 2011
FARMER BROS. CO.			
983701	48877	May 19, 1971	May 19, 2011 - File Renewal
SPICES, NAMELY BLACK PEPPER, WHITE PEPPER, BAY LEAVES, GINGER, NUTMEG, OREGANO, ANISE SEED CELERY SEED, FENNEL SEED, PIZZA MIX, MONOSODIUM GLUTAMATE, ALLSPICE, PARSLEY FLAKES, CORIANDER, in Class 30.			

<u>Applicant Name</u>	<u>Trademark</u>	<u>Country</u>	<u>Renewal Due</u>		
<u>Client Name</u>	<u>Classes</u>	<u>Next Action due</u>			
<u>Docket #</u>	<u>Reg. #</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Next Action due</u>
FARMER BROS. CO.	BREWOMATIC	Hong Kong	November 21, 2009		
FARMER BROS. CO.					
983679	B1275 of 1976	Nov 21, 1995	Nov 21, 1995	Nov 21, 1995	November 21, 2009 - File Renewal
ELECTRICALLY OPERATED COFFEE BREWING AND WATER HEATING UNITS FOR DOMESTIC AND COMMERCIAL USE, in International Class 11.					
FARMER BROS. CO.	BREWOMATIC AND CHEF DEVICE	Hong Kong	November 21, 2009		
FARMER BROS. CO.					
983724	B0110 of 1976	Nov 21, 1995	Nov 21, 1995	Nov 21, 1995	November 21, 2009 - File Renewal
ELECTRICALLY OPERATED COFFEE BREWING AND WATER HEATING UNITS FOR DOMESTIC AND COMMERCIAL USE, in International Class 11.					
FARMER BROS. CO.	BREWOMATIC & Coffee Cup Design	Japan	January 8, 2019		
FARMER BROS. CO.					
983790	104644/96	Sep 18, 1996	Jan 8, 1999	Jan 8, 1999	January 8, 2019 - File Renewal
ELECTRICAL COFFEE BREWING APPARATUS, GROUND COFFEE DISPENSERS, BEVERAGE DISPENSERS, HOT PLATES, OTHER COOKING APPARATUS/INSTALLATIONS FOR INDUSTRIAL USE, in International Class 11.					
FARMER BROS. CO.	BREWOMATIC	Mexico	May 31, 2011		
FARMER BROS. CO.		2			
983741	201128	May 31, 1981	May 31, 1981	May 31, 1981	May 31, 2011 - File Renewal
RECEPTACLES, INCLUDING DECANTORS, URNS AND JARS, in Class 2					
FARMER BROS. CO.	BREWOMATIC	New Zealand	February 11, 2011		
FARMER BROS. CO.					
983742	114671	Feb 11, 1976	Feb 11, 1976	Feb 11, 1976	February 11, 2011 - File Renewal
WARMING PLATES, ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; GROUND COFFEE DISPENSERS; COFFEE DECANTERS, URNS AND JUGS, AND MANUALLY OPERATED BEVERAGE DISPENSERS; ALL INCORPORATING AN ELEMENT, in Class 11.					
FARMER BROS. CO.	BREWOMATIC & Coffee Cup Design	Norway	November 26, 2018		
FARMER BROS. CO.					
983893	1998-04374	May 20, 1998	Nov 26, 1998	Nov 26, 1998	November 26, 2018 - File Renewal
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11					



<u>Applicant Name</u>	<u>Client Name</u>	<u>App. #</u>	<u>Req. #</u>	<u>Prior Reg. #</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Classes</u>	<u>Renewal Due</u>
FARMER BROS. CO.							Switzerland		August 17, 2009
FARMER BROS. CO.							11		
983730	242,573	242,573			Aug 17, 1989	Aug 17, 1989		August 17, 2009 - File Renewal	
								ELECTRICAL COFFEE MAKING APPARATUS, AND ALL OTHER GOODS INCLUDED IN INTERNATIONAL CLASS 11.	
FARMER BROS. CO.							Switzerland		November 2, 2010
FARMER BROS. CO.							11		
983705	697	383,947			Nov 2, 1990	Nov 2, 1990		November 2, 2010 - File Renewal	
								the European Community	July 28, 2009
FARMER BROS. CO.							11 & 21		
FARMER BROS. CO.									
983851	001256825	001256825			Jul 28, 1999	Oct 2, 2000		July 28, 2009 - File Renewal	
								ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS;	
								ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS;	
								ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11; and GROUND COFFEE DISPENSERS, COFFEE DECANTORS, URNS	
								AND JUGS AND MANUALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 21	
FARMER BROS. CO.								the European Community	April 1, 2016
							11		
983716	153,650	000153650			Apr 1, 1996	Nov 16, 1998		April 1, 2016 - File Renewal	
								United Kingdom	August 7, 2014
FARMER BROS. CO.							11		
FARMER BROS. CO.									
027310	946746	946746			Aug 7, 1990	Aug 7, 1990		August 7, 2014 - File Renewal	
FARMER BROS. CO.								United Kingdom	May 19, 2018
FARMER BROS. CO.							11		
913895	2167055	2167055			May 19, 1998	May 19, 1998		May 19, 2018 - File Renewal	

Applicant Name
Client Name
DocId #
App. #
Req. #
Prior Reg. #
App. Date
Reg. Date
Country
Classes
Next Action Due
Renewal Due



FARMER BROS. CO.
 FARMER BROS. CO.
 016006
 767322,223
 2,738,436
 SPICE PRODUCTS COMPANY GLOBE Logo
 Oct 30, 2001
 Jul 15, 2003
 United States
 30
 July 15, 2009 - USE AFFIDAVIT
 July 15, 2013

spices, seasoning blends and processed herbs, namely psyllium and psyllium blends, in International Class 30.




The following trademarks were acquired from Saramar, LLC:

Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	ATLANTIC CITY BLEND & OVAL DESIGN 	SARAMAR, LLC	Registered	74/409863	1856377	Class : 30 Int. Coffee.
US	*MCQARVEY blend name BENCHMARK	SARAMAR, LLC	Registered	73/389215	1299740	Class : 30 Int. Coffee.
US	*SUPERIOR blend name CAFE ANGELICA *SUPERIOR blend name	SARAMAR, LLC	Registered	78/092645	2866512	Class: 30 Int. Coffee.
US	CAFE ROYAL *SUPERIOR blend name	SARAMAR, LLC	Registered	73/409018	1300828	Class: 30 Int. Coffee.
US	CAIN'S stylized CAIN'S	SARAMAR, LLC	Registered	71/690529	682261	Class: 29 Int. meat tenderizer and salts. Class: 30 Int. Coffee, tea, spices, culinary herbs, culinary seeds.
US	CAIN'S CAFE BISTRO	SARAMAR, LLC	Registered	75/291900	2235142	Class: 30 Int. Coffee.
US	CHIEF DESIGN 	SARAMAR, LLC	Registered	74/598476	1931113	Class: 30 Int. Coffee.
US	CHICAGO BLUES BLEND *SUPERIOR blend name	SARAMAR, LLC	Registered	77/104148	3425309	Class: 30 Int. Coffee and coffee beans
US	CHOCOLATE CHERRY KISS *SUPERIOR blend name	SARAMAR, LLC	Registered	74/615906	1961683	Class : 30 Int. Coffee.
US	CHRISTMAS TRADITIONS *SUPERIOR blend name	SARAMAR, LLC	Registered	75/053785	2024026	Class : 30 Int. Cocoa and instant mixes for making chocolate beverages, namely, cocoa mixes.





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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	FIRST CLASS (STYLIZED) 	SARAMAR, LLC	Registered	73/662821	1511358	Class: 30 Int. Coffee.
US	*SUPERIOR blend name	SARAMAR, LLC	Registered	78/449636	2992426	Class: 30 Int. Coffee.
US	FLAME ROOM McGarvey blend name	SARAMAR, LLC	Registered	74/369956	1797988	Class: 29 Int. Non-Dairy creamer
US	FLAVOR-SUM *SUPERIOR non-dairy creamer name	SARAMAR, LLC	Registered	73/699595	1510324	Class: 30 Int. Coffee.
US	FLAV-R-SAVR *possible use with SUPERIOR and CAIN'S brands	SARAMAR, LLC	Registered	78/552435	3473661	Class: 30 Int. Coffee.
US	FRENCH VANILLA ALERT *SUPERIOR blend name	SARAMAR, LLC	Registered			
US	GOLDEN BREAKFAST		Common Law			
US	IRELAND	SARAMAR, LLC	Registered	73/505089	1413234	Class: 30 Int. Coffees, prepackaged sugars, sugar substitutes.
US	IRELAND & CUP DESIGN 	SARAMAR, LLC	Registered	73/768612	1557477	Class: 01 Int. Artificial sweetener sold in packets. Class: 30 Int. Coffees, and sugar sold in packets.
US	JUSTIN LLOYD	SARAMAR, LLC	Registered	75/326032	2167683	Class: 30 Int. Tea.
US	LIMITED EDITION *SUPERIOR blend name	SARAMAR, LLC	Registered	73/371227	1277254	Class: 30 Int. Coffee, De-Caffeinated Coffee, Tea and Hot Cocoa Mix.




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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	MCGARVEY & COFFEE CUP DESIGN 	SARAMAR, LLC	Registered	72351688	2951570	Class: 30 Int. Coffee.
US	MCGARVEY & COFFEE MILL DESIGN (V1) 	SARAMAR, LLC	Registered	73772200	1520031	Class: 30 Int. Coffee.
US	MCGARVEY & COFFEE MILL DESIGN (V2) 	SARAMAR, LLC	Registered	75037481	2036865	Class: 30 Int. Coffee.
US	METROPOLITAN FINE COFFEES	SARAMAR, LLC	Registered	75136574	2825324	Class: 30 Int. Coffee.
US	PEAKS OF KILIMANJARO *SUPERIOR blend beans	SARAMAR, LLC	Registered	73717363	1523704	Class: 30 Int. Coffee.
US	PREBICA	SARAMAR, LLC	Registered	73812735	1584980	Class: 30 Int. Whole bean and ground coffee.
US	PRIVATE STOCK		Common Law			




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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	FRONTO CAFE		Common Law			
US	S DESIGN 	SARAMAR, LLC	Published	78/805679		Class: 21 Int. Cups of paper or plastic.
US	S DESIGN 	SARAMAR, LLC	Published	78/805691		Class: 25 Int. Clothing, namely shirts, sweatshirts, hats, caps and aprons.
US	S DESIGN 	SARAMAR, LLC	Published	78/805697		Class: 29 Int. Canned, dried, preserved, and processed crushed fruit, malted milk for food, jellies, soup bases, pickles.
US	S DESIGN 	SARAMAR, LLC	Published	78/806207		Class: 29 Int. dried fruits, processed fruits, frozen fruits and preserved fruits Class: 30 Int. Coffee; coffee in filter packets; beverages made of coffee; coffee and coffee beverages containing milk, milk powder, coffee substitutes, cocoa, chocolate, processed cereals, sugar, herbs or spices or a combination of any of these products; coffee extracts, namely, concentrates; and instant coffee.

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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods
US	COFFEE MILL DESIGN  *used with McCarty's brand	SARAMAR, LLC	Registered	73/778030	1560061	Class: 30 Int. Coffee.
US	COFFEE OF THE MONTH CLUB	SARAMAR, LLC	Registered	73/108935	1115462	Class: 30 Int. Coffee
US	EAGLE Design 	SARAMAR, LLC	Registered	73/418061	1286261	Class: 30 Int. Coffee.
US	EMERALD CREAM *SUPERIOR blend name	SARAMAR, LLC	Registered	73/491720	1331147	Class: 30 Int. Coffee.
US	EXTRA YIELD *SUPERIOR blend name	SARAMAR, LLC	Registered	74/052407	1676924	Class: 30 Int. Coffee.
US	FABULITE *CAIN'S creamer name	SARAMAR, LLC	Registered	72/324177	889442	Class: 29 Int. Non dairy product for whitening coffee and for use in cooking.
US	PINLEY LTD. AND SHIP DESIGN  *SUPERIOR blend name	SARAMAR, LLC	Registered	73/702278	1564877	Class: 30 Int. Coffee.

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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	S DESIGN 	SARAMAR, LLC	Published	78/806211		Class: 30 Int. Pancake syrup, flavored topping syrup. Class: 32 Int. Vegetable juices, concentrates used in the preparation of soft drinks.
US	S DESIGN 	SARAMAR, LLC	Registered	78/828335	3482308	Class: 21 Int. Decanters.
US	S DESIGN 	SARAMAR, LLC	Registered	78/828333	3490458	Class 29 Int. Non-dairy creamers.
US	SIGNATURE CUP *SUPERIOR blend name	SARAMAR, LLC	Registered	78/772149	3283814	Class: 30 Int. Coffee.
US	SIP CITY *used with SUPERIOR logo	SARAMAR, LLC	Registered	78/202078	2981743	Class: 21 Int. Coffee air pots.
US	SIP CITY	SARAMAR, LLC	Registered	78/202081	3130483	Class: 30 Int. Coffee.
US	SPECIAL EDITION	SARAMAR, LLC	Registered	73/249523	1200570	Class: 30 Int. Coffee
US	SUCAF *SUPERIOR blend name	SARAMAR, LLC	Registered	78/095703	2700391	Class: 30 Int. Coffee.

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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	SUNNY CUP (STYLIZED) Sunny Cup	SARAMAR, LLC	Registered	72116881	723429	Class: 30 Int. Coffee.
MX	*CAIN'S brand name SUPERIOR		Pending	948316		Class: 29 Int. Canned, dried, preserved and processed crushed fruit, jellies, soup bases, pickles; non-dairy creamers; chocolate powder for beverage use, chocolate liquid for beverage use, crushed fruit, malted milk, spices and herbs, dressings, sweet relish, salad mustard, dried vegetables, pickling mixes, alimentary pastes, chili con carne, food flavoring extracts and colors, monosodium glutamate, potato bleach, and baked brown beans.
MX	SUPERIOR		Pending	948315		Class: 30 Int. Coffee; roasted coffee; coffee in filter packets; beverages made of coffee; coffee and coffee beverages containing milk, milk powder, coffee substitutes, cocoa, chocolate, processed cereals, sugar, herbs or spices or a combination of any of these products; coffee extracts, namely, concentrates; and instant coffee; pancake syrup, flavored topping syrup; tea, in individual servings and bulk; fudge topping; caramel topping; marshmallow topping; barbecue sauce; gelatin dessert powders; egg noodles; and canned fruit.

Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
CA	SUPERIOR	SARAMAR, LLC	Pending	1404926		Cups of plastic and paper, canned, dried, prearranged and processed crushed fruit, jellies, soup bases, pickles, non-dairy creamers, chocolate powder for beverage use, chocolate liquid for beverage use, crushed fruit, malted milk, spices and herbs, dressings, sweet relish, salad mustard, dried vegetables, pudding mixes, elementary pastas, chili con carne, food flavoring extracts and colors, monosodium glutamate, potato bleach, and baked brown beans; coffee; roasted coffee; coffee in filter packets; beverages made of coffee; coffee and coffee beverages containing milk, milk powder, coffee substitutes, cocoa, chocolate, processed cereals, sugar, herbs or spices or a combination of any of these products; coffee extracts, namely, concentrates; and instant coffee; pancake syrup, flavored topping syrup; tea, in individual servings and bulk, fudge topping, caramel topping, marshmallow topping, barbecue sauce, gelatin dessert powders, egg noodles, and canned fruit.
US	SUPERIOR	SARAMAR, LLC	Registered	72054111	696503	Class: 29 Int. chocolate powder for beverage use, chocolate liquid for beverage use, crushed fruit, malted milk, jellies, soup bases, spices and herbs, dressings, pickles, sweet relish, salad mustard.
US	SUPERIOR	SARAMAR, LLC	Registered	75106825	2685044	Class: 30 Int. coffee, instant coffee, tea, in individual servings and bulk, fudge topping, barbecue sauce.
						Class: 21 Int. Paper cups used in conjunction with the sale of coffee, tea, and other beverages.


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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	SUPERIOR COFFEE & S DESIGN 	SARAMAR, LLC	Published	78/806212		Class: 21 Int. Cups of plastic and paper.
US	SUPERIOR COFFEE & S DESIGN 	SARAMAR, LLC	Registered	78/806251	3490423	Class: 25 Int. Clothing, namely shirts, sweatshirts, hats, caps and aprons.
US	SUPERIOR COFFEE & S DESIGN 	SARAMAR, LLC	Published	78/806217		Class: 29 Int. Canned, dried, preserved and processed canned fruit, malted milk for food, jellies, soup bases, pickles.
US	SUPERIOR COFFEE & S DESIGN 	SARAMAR, LLC	Published	78/806216		Class: 29 Int. dried fruits, processed fruits, frozen fruits and preserved fruits Class: 30 Int. Coffee, coffee in filter packets; beverages made of coffee; coffee and coffee beverages containing milk, milk powder, coffee substitutes, cocoa, chocolate, processed cereals, sugar, herbs or spices or a combination of any of these products; coffee extracts, namely, concentrates; and instant coffee. Class: 29 Int. Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats.

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Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	SUPERIOR COFFEE & S DESIGN 	SARAMAR, LLC	Published	78/806230		Class: 30 Int. Pancake syrup, flavored topping syrup. Class: 32 Int. Vegetable juices, concentrates used in the preparation of soft drinks.
US	SUPERIOR COFFEE & S DESIGN 	SARAMAR, LLC	Registered	78/823338	3473876	Class: 29 Int. Non-dairy creamer.
US	SUPERIOR COFFEE SINCE 1908 & EAGLE Design 	SARAMAR, LLC	Registered	74/591432	2004995	Class: 30 Int. Coffee.
US	SUPERIOR CUSTOM BLEND SUPERIOR ESSENTIALS	SARAMAR, LLC	Registered	72/048593	688961	Class: 30 Int. Roasted coffee. Class: 30 Int. Roasted coffee.
US	TWIN CITIES BLEND *MCGARVEY blend name WB *SUPERIOR blend name	SARAMAR, LLC	Common Law Common Law			
US	WB *SUPERIOR blend name	SARAMAR, LLC	Registered	71/503060	433708	Class: 30 Int. Roasted coffee.
US	WECHSLER	SARAMAR, LLC	Registered	72/85758	869780	Class: 30 Int. Coffee.

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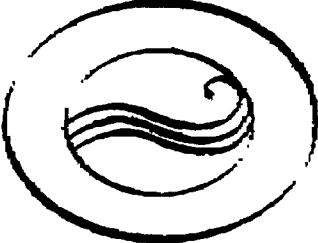
Country	Trademark	Previous Owner	Status	Application #	Registration #	Goods:
US	WECHSLER	SARAMAR, LLC	Registered	77/303970	875270	Class: 29 Int. jelly, pancake syrup, catsup, mustard, sundae toppings of a nut nature as well as of a fruit syrup and confectionery nature; fountain syrups for food and food beverage purposes, sealed dressing pancake mix, waffle mix, doughnut mix, soup base, and spices. Class: 30 Int. Coffee, tea, hot chocolate in liquid and powder form, non-dairy cream.
US	WHOLE PLANET *PREBICA blend name	SARAMAR, LLC	Registered	79/125064	2960706	Class: 30 Int. coffee for use in industrial food service operations, not for retail sale.
US	WORLD'S FINEST	SARAMAR, LLC	Registered	74/215414	2384401	Class: 30 Int. Coffee
US	WORLD'S FINEST	SARAMAR, LLC	Registered	73/403350	1288497	Class: 30 Int. Coffee
US	SUNTIPT	SARAMAR, LLC	Registered	73/32676	1508491	Class: 32 Int. Fruit juices, fruit juice drinks containing water, and concentrate used in the preparation of same.
CA	SUPERIOR COFFEE SINCE 1908 & EAGLE Design 	SARAMAR, LLC	Registered	0766752	TMA465892	Coffee

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The following trademarks are licensed from Sara Lee Corporation

Country	Trademark	Status	Application #	Registration #	Term
US	BUTTER-NUT	Registered	72/299067	864001	12 months from the Effective Date
US	BUTTER-NUT STYLIZED & DESIGN 	Registered	71/145080	154655	12 months from the Effective Date
US	CHERRY BERRY TWIST (To be used with the PICKWICK brand)	Registered	78/841234	3510045	24 months from the Effective Date
US	LA TOURAINE (STYLIZED) 	Registered	74/149811	1724014	12 months from the Effective Date
US	MARYLAND CLUB (STYLIZED) 	Registered	71/507520	502232	12 months from the Effective Date
US	PARADISE TROPICAL TEAS & DESIGN 	Registered	73/750807	1643768	24 months from the Effective Date
US	PICKWICK	Registered	73/668917	1494431	24 months from the Effective Date
US	PICKWICK and Design 	Registered	79/002665	3158848	24 months from the Effective Date
US	PICKWICK and Design 	Registered	79/034574	3423112	24 months from the Effective Date
US	PURELY PEACHY Pickwick blend name	Registered	78/841227	3506568	24 months from the Effective Date

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Country	Trademark	Status	Application #	Registration #	Term
US	TEA LEAF Design  Used on Pickwick packaging	Published	77/026241		24 months from the Effective Date
US	WAVE DESIGN  Used on Pickwick packaging	Published	78/908269		24 months from the Effective Date

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 2, 2009, is by and between Farmer Bros. Co., a Delaware corporation ("Debtor"), with its chief executive office at 20333 South Normandie Avenue, Torrance, California 90502, and Wachovia Bank, National Association, a national banking association ("Secured Party"), having an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party has entered or is about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Lender, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect

to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations (as defined in the Loan Agreement). This Agreement and the security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall continue so long as the Loan Agreement shall be in effect (whether during its original term or any renewal, substitution or extension thereof); provided, that, this Agreement shall automatically terminate upon the termination of the Credit Facility (as defined in the Loan Agreement), the indefeasible payment and satisfaction in full of all outstanding and unpaid Obligations in immediately available funds and the delivery of cash collateral to Secured Party (or at Secured Party's option, a letter of credit issued for the account of Debtor) to the extent required under Section 12.1 of the Loan Agreement.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except for the non-renewal of immaterial Trademarks no longer used in the business of the Debtor as currently conducted and as proposed to be conducted in the future. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(c) below and other non-exclusive licenses that Debtor may grant from time to time in the ordinary course of business as permitted by the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party in good faith to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall notify Secured Party within thirty (30) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(h) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated,

unenforceable, avoided, or avoidable; provided, that Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default or Event of Default shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability or opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures

shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under the Loan Agreement:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor

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shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Upon Secured Party's request therefore, Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of California.

(b) Each of Debtor and Secured Party irrevocably consents and submits to the non-exclusive jurisdiction of the state courts of Los Angeles County, State of California or the United States District Court for the Central District of California, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING

AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. Miscellaneous

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	c/o Farmer Bros. Co. 20333 South Normandie Avenue Torrance, CA 90502 Attention: Chief Executive Officer Telephone No.: Telecopy No.: 310-320-2430
with a copy to:	Anglin, Flewelling, Rasmussen, Campbell & Trytten LLP 199 S. Los Robles Ave., Suite 600 Pasadena, CA 91101 Attention: John Anglin, Esq. Telephone No.: 626-535-1900

	Telecopy No.: 626-577-7764
If to Secured Party:	Wachovia Bank, National Association 251 South Lake Avenue Suite 900 Pasadena, California 91101 Attention: Portfolio Manager Telephone No.: 626-304-4900 Telecopy No.: 626-304-4969

(b) Notices and other communications to Secured Party hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Secured Party or as otherwise determined by Secured Party. Unless Secured Party otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 6(f) hereof or the terms of the Loan Agreement or is cured in a manner satisfactory to Secured Party. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or

unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party (or in the case of any amendment or modification, also by an authorized officer of Debtor). Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FARMER BROS. CO.

By: *John B. Simmons*

Name: John B. Simmons

Title: Treasurer and CFO

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____

Name: Karen Sessions

Title: Director

Signature Page to Trademark Agreement - Farmer

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FARMER BROS. CO.

By: _____
Name: John E. Simmons
Title: Treasurer and CFO

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: Karen Sessions
Name: Karen Sessions
Title: Director

Signature Page to Trademark Agreement - Farmer

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached

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**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

None

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STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

On this ____ day of _____ 2009, before me, [INSERT NAME AND TITLE OF OFFICER] personally appeared [INSERT NAME AND TITLE] _____, who 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 upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

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