

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Coffee & Tea, LLC		09/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
CBTL Franchising, LLC		09/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
CBTL Ventures, LLC		09/11/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	City National Bank, N.A.
Street Address:	555 South Flower Street, 16th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2946995	THE COFFEE BEAN
Registration Number:	0994791	
Registration Number:	2328250	THE COFFEE BEAN & TEA LEAF
Registration Number:	2164914	THE COFFEE BEAN & TEA LEAF
Registration Number:	1920010	ICE BLENDED
Registration Number:	3342386	ICE BLENDED THE COFFEE BEAN & TEA LEAF E
Registration Number:	3022455	THE ORIGINAL ICE BLENDED
Registration Number:	3367427	THE ORIGINAL ICE BLENDED
Registration Number:	3110840	ULTIMATE ICE BLENDED
Registration Number:	2910136	WHITE CHOCOLATE DREAM
Registration Number:	3114624	WINTER DREAM TEA

TRADEMARK

Registration Number:	3369790	SIMPLY THE BEST
Registration Number:	3300701	THE COFFEE BEAN & TEA LEAF EXPRESS
Registration Number:	3399767	FRU-TEA
Registration Number:	3701863	EXTREME ICE BLENDED
Registration Number:	4007381	CBTL
Registration Number:	4007382	CBTL THE COFFEE BEAN & TEA LEAF EST. 196
Registration Number:	4003713	CBTL
Registration Number:	4003714	CBTL THE COFFEE BEAN & TEA LEAF EST. 196
Registration Number:	4007383	CBTL
Registration Number:	4007384	CBTL THE COFFEE BEAN & TEA LEAF EST. 196
Registration Number:	4065894	
Registration Number:	4072993	
Registration Number:	4072994	
Registration Number:	4094433	ONE TOUCH. ONE PERFECT CUP.
Registration Number:	4094432	ONE TOUCH. ONE PERFECT CUP.

CORRESPONDENCE DATA

Fax Number: 3102030567
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3102038080
Email: trademarkdocket@jmbm.com
Correspondent Name: trademarkdocket@jmbm.com
Address Line 1: 1900 Avenue of the Stars, 7th Flr
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	61727-0014
NAME OF SUBMITTER:	Bernard R. Gans
Signature:	/Bernard R. Gans, Esq./
Date:	10/09/2013

Total Attachments: 4
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

INTERNATIONAL COFFEE & TEA, LLC, a Delaware limited liability company, ("Borrower"), CBTL FRANCHISING, LLC, a Delaware limited liability company ("CBTL"), and CBTL VENTURES, LLC, a Delaware limited liability company ("Ventures", and together with Borrower and CBTL, the "Grantors" and each a "Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grant to CITY NATIONAL BANK, N.A., as agent for and representative of (in such capacity herein called "Secured Party") the financial institutions ("Lenders") party to that certain Third Amended and Restated Credit Agreement, entered into by and among Borrower, Agent and Lenders, dated as of September 11, 2013 (the "Credit Agreement"), a continuing security interest in the following property:

- (i) Each trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by any Grantor against third parties for damages by reason of past, present or future infringement of any trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of the Grantors under the Credit Agreement and as set out in that certain Security Agreement, dated as of September 30, 2008, by and among Borrower, CBTL and Secured Party, as amended by a Supplement No. 1 to Security Agreement, dated as of June 18, 2010, by and between Ventures and Secured Party, and as amended and ratified by that certain Ratification, Amendment and Consent, dated as of September 11, 2013, by and among the Grantors and Agent (collectively, the "Agreement").

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademark registrations and recordings, and trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

This Amended and Restated Trademark Security Agreement amends and restates that certain Trademark Security Agreement, dated as of September 30, 2008, by and among Borrower, CBTL and Secured Party.

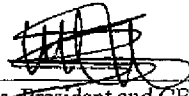
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed as of September 11, 2013.

GRANTOR:

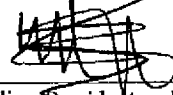
INTERNATIONAL COFFEE & TEA, LLC,
a Delaware limited liability company

By: 
Melvin Elias, President and CEO

CBTL FRANCHISING, LLC,
a Delaware limited liability company

By: 
Melvin Elias, President and CEO

CBTL VENTURES, LLC,
Delaware limited liability company

By: 
Melvin Elias, President and CEO

ACCEPTED BY SECURED PARTY:

CITY NATIONAL BANK, N.A., as agent

By: _____
Charles Hill, Vice President

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed as of September 11, 2013.

GRANTOR:

INTERNATIONAL COFFEE & TEA, LLC,
a Delaware limited liability company

By: _____
Melvin Elias, President and CEO

CBTL FRANCHISING, LLC,
a Delaware limited liability company

By: _____
Melvin Elias, President and CEO

CBTL VENTURES, LLC,
Delaware limited liability company

By: _____
Melvin Elias, President and CEO

ACCEPTED BY SECURED PARTY:

CITY NATIONAL BANK, N.A., as agent

By:  _____
Charles Hill, Vice President

Schedule A to
TRADEMARK SECURITY AGREEMENT
Trademarks

MARK	CLASS(ES)	REGISTRATION NO.	STATUS
Coffee Bean and Design	30	994,791	Registered
The Coffee Bean	30/42	2,946,995	Registered
The Coffee Bean & Tea Leaf	30/35/42	2,328,250	Registered
The Coffee Bean & Tea Leaf and Design	42/30	2,164,914	Registered
Ice Blended	30	1,920,010	Registered
Ice Blended and Design	30	3,342,386	Registered
The Original Ice Blended	30	3,022,455	Registered
The Original Ice Blended and Design	30	3,367,427	Registered
Ultimate Ice Blended	30	3,110,840	Registered
White Chocolate Dream	30	2,910,136	Registered
Winter Dream Tea	30	3,114,624	Registered
Simply the Best (SM)	35	3,369,790	Registered
The Coffee Bean & Tea Leaf Express and Design	43	3,300,701	Registered
Fru-Tea	30	3,399,767	Registered
Extreme Ice Blended	30	3701863	Registered
CBTL (words alone)	11	4007381	Registered
CBTL (and Device)	11	4007382	Registered
CBTL (words alone)	30	4003713	Registered
CBTL (and Device)	30	4003714	Registered
CBTL (words alone)	35	4007383	Registered
CBTL (and Device)	35	4007384	Registered
The Purple Straw	30/32	4,065,894	Registered
The Purple Straw	35	4,072,993	Registered
The Purple Straw	43	4,072,994	Registered
One Touch. One Perfect Cup	30	4,094,433	Registered
One Touch. One Perfect Cup	11	4,094,432	Registered