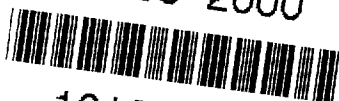


05-05-2000



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RECORDATION
PATENTS ONLY

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4-19-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
03 10 2000

Name (line 1) Tetley USA Inc.

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Cooperatieve Centrale Raiffeisen -

Name (line 2) Boerenleenbank B.A. TA Rabobank

Address (line 1) Thames Court

Address (line 2) One Queenhithe

Address (line 3) London

England

EC4V 3RL

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

05/06/2000 DC0ATES 00000039 033412 4983410

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 010742 FRAME: 0630

Correspondent Name and Address

Area Code and Telephone Number **202-662-6000**

Name **Bingham B. Leverich, Esq.**

Address (line 1) **Covington & Burling**

Address (line 2) **1201 Pennsylvania Avenue, N.W.**

Address (line 3) **Washington, D.C. 20004-2401**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

	4983410	
	D0411804	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

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Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **80.00**

Method of Payment:
Deposit Account

Enclosed ☐

Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

033412

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Marie Lavallée

Name of Person Signing

M. Lavallee

Signature

4-17-2000

Date

COLLATERAL ASSIGNMENT OF PATENTS

This COLLATERAL ASSIGNMENT OF PATENTS is dated as of March 10, 2000, and is made between TETLEY USA INC. (formerly known as Tetley, Inc.), a Delaware corporation with an office at 100 Commerce Drive, Shelton, Connecticut ("Tetley USA"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. trading as RABOBANK INTERNATIONAL LONDON BRANCH, as agent and trustee for, and for the benefit of, itself and each of the Lenders, the Secured Loan Stock Creditor and the Vendor Creditors as those terms are defined in the Debenture (collectively, the "Secured Finance Parties") (the "Security Agent").

W I T N E S S E T H

WHEREAS, Tetley US Holdings Inc. ("Holdings US") is a Delaware corporation and an indirect, wholly owned subsidiary of Tata Tea (GB) Limited, a company incorporated under the laws of England ("Tata Tea");

WHEREAS, Tetley USA is a Delaware corporation and is a direct, wholly owned subsidiary of Holdings US;

WHEREAS, Tata Tea and certain of its subsidiaries and affiliates have entered into the Secured Finance Documents (as defined in the Debenture) with the Secured Finance Parties and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International London Branch, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties;

WHEREAS, in order to induce the Secured Finance Parties and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International London Branch, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties, to enter into the Secured Finance Documents, Tetley USA has agreed to grant a continuing security interest in and to the Collateral (as hereinafter defined) to secure the Secured Liabilities (as defined in the Security Agreement discussed below);

WHEREAS, Tetley USA has entered into the Security Agreement on or about the date hereof, among Holdings US, Tetley USA, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International London Branch, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties pursuant to which Tetley USA grants a security interest in and to the Collateral (as hereinafter defined) to secure the Secured Liabilities (the "Security Agreement"); and

WHEREAS, Tetley USA owns all right, title, and interest in and to, among other things, all the United States patents, and patent applications for the protection of inventions or designs, set forth on Schedule A hereto (the "Patents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tetley

USA hereby assigns, sells, transfers, and conveys to Security Agent, and grants to Security Agent, a security interest in:

- (a) the Patents;
- (b) all patents, patent applications and patentable inventions and designs developed by, acquired by, granted to, or filed by Tetley USA whether based upon, derived from, or improvements of any invention or design disclosed in the Patents or otherwise (the "Future Patents");
- (c) all divisions, continuations, continuations-in-part or reissues of the Patents and Future Patents;
- (d) all income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect to the Patents and Future Patents, including without limitation damages, claims and payments for past, present or future infringements thereof;
- (e) all rights of Tetley USA as licensor of any of the items set forth in clauses (a) through (d) above;
- (f) all of Tetley USA's rights to sue for past, present and future infringements of the Patents and Future Patents; and
- (g) all trademarks, trademark registrations and registration applications, formulae, processes, compounds, methods, know-how and trade secrets relating to the manufacture of Tetley USA's products under, utilizing or in connection with the Patents and Future Patents and all goodwill connected with, symbolized by or related to the foregoing.

All of the foregoing items set forth in clauses (a) through (g) are hereinafter referred to collectively as the "Collateral."

AND Tetley USA hereby covenants with Security Agent as follows:

1. **Tetley USA's Obligations.** Tetley USA agrees that, notwithstanding this Collateral Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Security Agent shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Collateral Assignment or any payment received by Security Agent relating to the Collateral, nor shall Security Agent be required to perform any covenant, duty or obligation of Tetley USA arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. **Use Prior to Default.** Subject to Section 3 hereof, Tetley USA shall retain all of its right, title, and interest in and to the Collateral and shall have the right to use and license the Collateral in the ordinary course of its business, subject to the terms and conditions of the Secured Finance Documents.

3. **Remedies Upon Default.** Whenever any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, Security Agent shall have all the rights and remedies granted to it in such event by the Secured Finance Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Security Agent in such event may collect directly any payments due to Tetley USA in respect of the Collateral and may sell, license, lease, assign, import, export, or otherwise dispose of the Collateral. Tetley USA agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default (as defined in the Security Agreement), it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents or Future Patents. In the event Tetley USA fails or refuses to execute and deliver such documents, Tetley USA hereby irrevocably appoints Security Agent as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Tetley USA's behalf. For the purpose of enabling Security Agent to exercise rights and remedies upon and during the continuance of an Event of Default (as defined in the Security Agreement), Tetley USA hereby grants to Security Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Tetley USA) to make, have made, use, sell, assign, license, sublicense, import or export any of the Collateral, now owned or hereafter acquired by Tetley USA, and wherever the same may be located. Notwithstanding any provision hereof to the contrary during the continuance of an Event of Default (as defined in the Security Agreement), Tetley USA may sell merchandise utilizing the Patents and Future Patents, and otherwise make use thereof, in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Security Agent of an intended sale or other disposition of the Collateral.

4. **Amendments and Waivers.** This Collateral Assignment may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Tetley USA and Security Agent. Tetley USA hereby authorizes Security Agent to modify this Collateral Assignment by amending Schedule A hereto to add any Future Patents, provided Security Agent notifies Tetley USA in writing of such modification.

5. **Waiver of Rights.** No course of dealing between the parties to this Collateral Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Security Agent of any breach or default by Tetley USA shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

6. **Assignment.** The provisions of this Collateral Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties

hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Tetley USA without the prior written consent of Security Agent.

7. **Enforcement.** If an Event of Default (as defined in the Security Agreement), has occurred and is continuing, Security Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Patents and Future Patents and any license thereunder, in which event Tetley USA shall at the request of Security Agent do any and all lawful acts and execute any and all proper documents and deeds required by Security Agent in aid of such enforcement and Tetley USA shall promptly, upon demand, reimburse and indemnify Security Agent or its agents for all out-of-pocket costs and expenses incurred by Security Agent in the exercise of its rights as provided in the Secured Finance Documents.

8. **Termination.** At such time as the Secured Liabilities shall have been satisfied, Security Agent will execute and deliver to Tetley USA, all instruments as may be necessary or proper to terminate this Collateral Assignment and to re-vest Tetley USA with full title to the Collateral, subject to any dispositions thereof which may have been made by Security Agent pursuant to this Collateral Assignment.

9. **Severability.** If any clause or provision of this Collateral Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

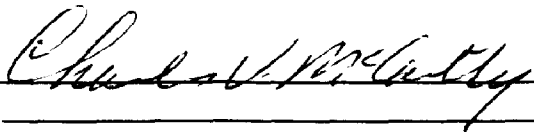
10. **Notices.** Until the Senior Discharge Date, all notices, communications, requests and demands to or upon Tetley USA or Security Agent under this Collateral Assignment shall be given in accordance with Clause 29 (Notices) of the Facility Agreement. Thereafter, all notices, communications, requests and demands hereunder shall be given in accordance with Clause 27 (Notices) of the Mezzanine Facility Agreement.

11. **Defined Terms.** Terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

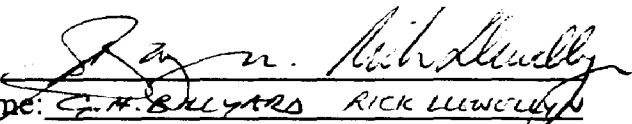
12. **Governing Law.** This Collateral Assignment shall be governed by, construed, applied, and enforced in accordance with the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction, except the federal laws of the United States of America applicable to patents.

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment as of the date first above written.

TETLEY USA INC.

By: 
Name: _____
Title: _____

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A. trading as
RABOBANK INTERNATIONAL LONDON
BRANCH, as Security Agent

By: 
Name: C. H. BULLARD RICK LLEWELLYN
Title: DEPUTY MANAGER ASSOCIATE DIRECTOR

Schedule A

U.S. PATENTS

Title	Patent Number	Date Issued	Owner
Container	D411,804	July 06, 1999	Tetley USA Inc
Disposable Expandable Tea Cartridge [For Basket Of Drip Brewer]	4,983,410	January 08, 1991	Tetley USA Inc.