

05-31-2000

U.S. Department of Commerce
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PATENT



101372215

5-15-00

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☐ **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
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☐ **Departmental File** ☐ **Secret File**

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

Name (line 1)

Name (line 2)

Second Party

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Name (line 1) ☐ If document to be recorded

Name (line 2) is an assignment and the

Address (line 1) receiving party is not

Address (line 2) domiciled in the United

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

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Address (line 4)

05/30/2000 DNGUYEN 00000218 033412 08284629

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 010804 FRAME: 0661

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.

5

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)

08284629

Patent Number(s)

5951452

D0374756

5460844

5924354

5511359

5459980

5689936

5466474

D0343271

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

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.

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **480**

Method of Payment:

Enclosed ☐

Deposit Account ☒

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.

Mari Lavallee

Name of Person Signing

M. Lavallee

Signature

5-15-2000

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

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Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

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Name (line 1)

☐ 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.)

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Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

☐ 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.)

Name (line 2)

Address (line 1)

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City

State/Country

Zip Code

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)

COLLATERAL ASSIGNMENT OF PATENTS

This COLLATERAL ASSIGNMENT OF PATENTS is dated as of ^{April} ~~March~~ 4th 2000, and is made between TETLEY GB LIMITED, a company incorporated under the laws of England, with an office at 21 Holborn Viaduct, London EC1A 2DY England ("Tetley GB") 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 for each of the Lenders, the Secured Loan Stock Creditor and the Vendor Creditors (as defined in the Debenture referred to below and collectively, the "Secured Finance Parties") (the "Security Agent").

WITNESSETH

WHEREAS, Tetley GB is a company incorporated under the laws of England and an indirect, wholly-owned subsidiary of Tata Tea (GB) Limited ("Tata Tea"), a company incorporated under the laws of England;

WHEREAS, Tata Tea and certain of its subsidiaries and affiliates have entered in 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;

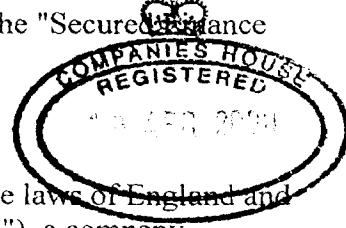
WHEREAS, in order to induce the Secured Finance Parties and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. trading as Rabobank International London Branch, as agent and trustee for, and for the benefit of, itself and each of the Secured Finance Parties, to enter into the Secured Finance Documents, Tetley GB has executed a Deed of Accession to the Debenture (one of the Secured Finance Documents) granting a continuing security interest in and to the Collateral (as hereinafter defined) to secure the Secured Liabilities (as defined in the Debenture);

WHEREAS, Tetley GB also executed an Accession Agreement to the Senior Facility Agreement among Security Agent, the Secured Finance Parties and certain of Tetley GB's affiliates ("Facility Agreement") pursuant to which Tetley GB became a Guarantor (as defined therein) to the Facility Agreement and an Obligor (as defined therein) to the Priority Agreement to the Facility Agreement; and

WHEREAS, Tetley GB owns all right, title, and interest in and to, among other things, all the United States patents 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 GB 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 GB 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 GB as licensor of any of the items set forth in clauses (a) through (d) above;
- (f) all of Tetley GB'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 GB'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 GB hereby covenants with Security Agent as follows:

1. **Tetley GB's Obligations.** Tetley GB 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 GB 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 GB 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 Debenture) 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 GB in respect of the Collateral and may sell, license, lease, assign, import, export, or otherwise dispose of the Collateral. Tetley GB 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 Debenture), 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 GB fails or refuses to execute and deliver such documents, Tetley GB hereby irrevocably appoints Security Agent as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Tetley GB'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 Debenture), Tetley GB hereby grants to Security Agent-an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Tetley GB) to make, have made, use, sell, assign, license, sublicense, export or import any of the Collateral, now owned or hereafter acquired by Tetley GB, 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 Debenture), Tetley GB 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. **Amendment 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 GB and Security Agent. Tetley GB hereby authorizes Security Agent to modify this Collateral Assignment by amending Schedule A hereto to add any Future Patents, provided Security Agent notifies Tetley GB 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 GB 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 GB without the prior written consent of Security Agent.

7. **Enforcement.** If an Event of Default (as defined in the Debenture) 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 GB 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 GB 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 GB, all instruments as may be necessary or proper to terminate this Collateral Assignment and to re-vest Tetley GB 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 GB 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 Debenture and not otherwise defined herein have, as used herein, the respective meanings provided for therein.


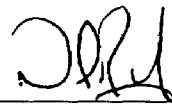
12. **Governing Law.** This Collateral Assignment shall be governed by, construed, applied, and enforced in accordance with the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction, except the federal laws of the United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

By: 
Name: TIMOTHY PASCALL
Title: DIRECTOR

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

By:  
Name: O. WINKELL N READ
Title: DIRECTOR DIRECTOR

Schedule A**I. U.S. PATENTS**

Title	Patent Number	Date Issued	Owner
Method And Apparatus For The Manufacture Of Infusion Packages	5,951,452	September 14, 1999	Tetley GB Limited
Infusion Container	5,924,354	July 20, 1999	Tetley GB Limited
Method And Apparatus For Manufacturing Tagged Infusion Packages	5,689,936	November 25, 1997	Tetley GB Limited
Infusion Package	D374,756	October 22, 1996	Tetley GB Limited
Method And Apparatus For Making Tagged Infusion Packages	5,511,359	April 30, 1996	Tetley GB Limited
Method And Apparatus For Manufacturing Infusion Packages [Webs With Infusion Pockets In Strips]	5,466,474	November 14, 1995	Tetley GB Limited
Method And Apparatus For Manufacturing Infusion Packages	5,460,844	October 24, 1995	Tetley GB Limited
Manufacturing Infusion Packages	5,459,980	October 24, 1995	Tetley GB Limited
Infusion Package	D343,271	January 18, 1994	Tetley GB Limited
Manufacturing Infusion Packages	5,233,813	August 10, 1993	Tetley GB Limited
Method And Apparatus For Filling Cartons	5,140,803	August 25, 1992	Tetley GB Limited

II. Pending Patent Application

Title	Appln Serial Number	Date Filed	Owner
	08/284629		Tetley GB Limited