## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement Supplement

## **CONVEYING PARTY DATA**

Name	Execution Date
Java Trading Co., LLC	11/09/2006
Java Trading Co., International	11/09/2006

## **RECEIVING PARTY DATA**

Name:	Allied Capital Corporation
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10023

### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D389008

## **CORRESPONDENCE DATA**

Fax Number: (202)682-3580

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: John P. Rynkiewicz

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	01083-0003
NAME OF SUBMITTER:	John P. Rynkiewicz

Total Attachments: 6

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#### PATENT SECURITY AGREEMENT SUPPLEMENT

PATENT SECURITY AGREEMENT SUPPLEMENT, dated as of November 9, 2006 (this "Patent Security Agreement"), is entered into by and among each of the signatories hereto (referred to herein individually, as "Grantor" and collectively, as "Grantors"), in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation, as Lender (the "Lender") and in its capacity as Collateral Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

#### RECITALS

- A. The capitalized terms used in this Patent Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.
- B. Pursuant to that certain Senior Secured Loan Agreement, dated as of January 12, 2006, as amended, by and among the Secured Party and Country Coffee Company, Inc., a Texas corporation d/b/a Distant Lands Coffee Roaster, and La Minita Corp., a Delaware corporation, as amended and restated by that certain Amended and Restated Senior Loan Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") by and among the Secured Party, Country Coffee, La Minita, Java Trading Co., LLC, a Delaware limited liability company, Java Trading Co., International, a Washington corporation (each, a "Borrower" and collectively, the "Borrowers") and the Guarantors a signatory thereto, pursuant to which, among other things, the Lender has agreed to make loans or otherwise to extend credit to the Borrowers upon the terms and subject to the conditions specified in the Loan Agreement.
- C. Pursuant to that certain Security and Pledge Agreement, dated as of January 12, 2006, among the Grantors a signatory thereto and the Secured Party, as amended, each such Grantor granted to the Secured Party as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral, including without limitation the Patents, the Patent Licenses and related patent rights under the concept of Intellectual Property (collectively, the "Patent Collateral"). Each of the Grantors has now agreed to execute and deliver to the Secured Party, for the benefit of the Secured Parties, an amended and restated security agreement (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"). The Patent Collateral includes, but is not limited to, the patent applications and registrations set forth in Schedule "A" attached hereto.
- D. Pursuant to the Security Agreement, the parties hereto wish to confirm each Grantor's grant to the Secured Party of a continuing security interest in, and lien on, the Patent Collateral, including, but not limited to the patent applications and registrations set forth in Schedule "A" attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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- 1. Each Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from such Grantor, a continuing security interest in, and mortgage on, the Patent Collateral, including, but not limited to the patent applications and registrations set forth in Schedule "A" attached hereto.
- 2. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.
- 3. The rights and remedies of the Secured Party with respect to the security interest in, and Lien on, the Patent Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Patent Security Agreement.
- 4. In the event of any conflict between the terms and provisions of this Patent Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.
- 5. Subject to paragraphs 2, 3 and 4 hereof, this Patent Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.
- 6. This Patent Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.
- 7. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY PATENT COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:** 

TAVA TRADING CO., LLC

By: \_\_\_ Name: Title:

JAVA TRADING CO., INTERNATIONAL

By: \_\_\_\_ Name: Title:

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT SUPPLEMENT ACCEPTED:

ALLIED CAPITAL CORPORATION, as

Secured Party

Name:

Managing Di

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT SUPPLEMENT

# **SCHEDULE A**

## **Patent Collateral**

Patent	Date Granted	Patent No. and Jurisdiction
	Patent	Patent Date Granted

Grantor (Licensor / Licensee)	Patent License (Title/Agreement/ Subject Matter)	Date Granted	Patent No. and Jurisdiction

Grantor	Patent Application	Date Filed	Application No. and Jurisdiction

## Schedule I to Patent Security Agreement

## A. REGISTERED PATENTS

Grantor	Patent	Date Granted	
			Patent No. and Jurisdiction
Java Trading Co., LLC	Coffee Roaster	January 13, 1998	D389,008, U.S.A.

## B. PATENT APPLICATIONS

Grantor	Patent	Date Granted	
			Patent No. and Jurisdiction
None			

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**RECORDED: 02/26/2007**