

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Channel Islands Roasting Company

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - **California**
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**BNP Paribas
209 South LaSalle, Suite 500
Chicago, Illinois 60604**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation

Other - **French Bank**

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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: **June 2, 2004**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78394317 78395785

B. Trademark Registration No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **2**

7. Total fee (37 CFR 3.41) **\$65**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 071610/84)

8. Deposit Account No. **19-2385**

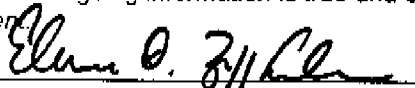
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9. Statement and signature.

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.

Elaine D. Ziff

Name



Signature

June 8, 2004

Date

Total number of pages including cover sheet, attachments, and document: **10**

CH \$65.00 192385 78394317

CHANNEL ISLANDS SUBSIDIARY TRADEMARK
SECURITY AGREEMENT

This CHANNEL ISLANDS SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2004, is entered into between Channel Islands Roasting Company, a California corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) (the "Assignor"), and BNP Paribas, a bank organized under the laws of France acting through its Chicago branch, located at 209 South LaSalle, Suite 500, Chicago, IL 60604, acting in its capacity as agent for itself and the Secured Parties (together with its successors and assigns, the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Fourth Amended and Restated Subsidiary Security Agreement, dated as of June 2, 2004, among the Assignor, other assignors thereunder and the Assignee (as amended, restated, supplemented, or otherwise modified from time to time, the "Subsidiary Security Agreement").

WHEREAS, pursuant to the Subsidiary Security Agreement, the Assignor is granting a security interest to the Assignee in certain Collateral, including the Trademarks (as defined herein);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

a. As security for the prompt and complete payment and performance in full of all the Obligations, the Assignor hereby assigns, pledges and transfers to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, and grants to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, a security interest in and continuing lien on all of the Assignor's right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located, and all Proceeds, products, accessions, additions, substitutions or replacements in respect thereof. It is understood and agreed that the security interest hereunder is not intended to presently convey or assign the Assignor's title in or to the Trademarks.

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b. For purposes of this Agreement, "Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule A hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and proceeds of the foregoing including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit.

c. Schedule A hereto contains a true and accurate list of all of the Assignor's U.S. Trademark registrations and applications.

d. The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Subsidiary Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Subsidiary Security Agreement and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement or the Subsidiary Security Agreement or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modification of Agreement. The Assignor authorizes the Assignee, upon notice to the Assignor, to modify this Agreement in the name of and on behalf of the Assignor without obtaining the Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by the Assignor. The Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time to subject any such right, title or interest in any owned or subsequently acquired Trademark to the liens and perfection created or contemplated hereby or by the Subsidiary Security Agreement.

3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full and the Commitments and all Letters of Credit shall have expired or been terminated, this Agreement shall terminate, and the

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Assignee, at the request and sole expense of the Assignor, will execute and deliver to the Assignor the proper instruments acknowledging termination of this Agreement, and will duly assign, transfer and deliver to the Assignor, without recourse, representation or warranty of any kind whatsoever, such of the Trademarks as have not theretofore been disposed of, applied or released.

4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE).**

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor, the Assignee, the Secured Parties, all future holders of the Obligations and each of their respective successors and assigns, except that the Assignor may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Assignee.

6. Waiver and Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10 of the Credit Agreement and as contemplated by Section 2 above, and any such waiver shall apply only with respect to the particular subject of such waiver and only for the time specified in such waiver.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

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IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

CHANNEL ISLANDS ROASTING COMPANY

By: 
Name: TED ABAJIAN
Title: EVP & CFO

CHANNEL ISLANDS SUBSIDIARY TRADEMARK SECURITY AGREEMENT

BNP PARIBAS,
as Agent

By: 
Name: Clark C. King III
Title: Managing Director

By: 
Name: **MICHAEL C. COLIAS**
Title: **VICE PRESIDENT**

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STATE OF California,
COUNTY OF Santa Barbara, ss:

On July 16th, 2004 before me, the undersigned, a notary public in and for said state and county, personally appeared Ted Hejran, the person who executed the within instrument on behalf of Channel Islands Roasting Company, and acknowledged to me such person's authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



My Commission Expires:
9/16/04

N. M. T. Buck
Notary Public

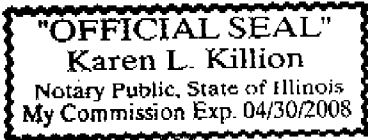
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STATE OF Illinois)
)
COUNTY OF Cook) ss:

On June 2, 2004, before me, the undersigned, a notary public in and for said state and county, personally appeared Clark C. King III and Michael C. Colias, the persons who executed the within instrument on behalf of BNP Paribas, and acknowledged to me their authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Karen L. Killion
Notary Public

My Commission Expires:

04/30/2008

Schedule A to Channel Islands Subsidiary Trademark Agreement

Trademark Registrations and Applications


Please see attached.

CHANNEL ISLANDS ROASTING COMPANY

Trademark Status Report

Updated: May 17, 2004

Federal Trademarks:

Mark	Knob Ref. No.	Class	App. No. App. Date	Reg. No. Reg. Date	Status
CHANNEL ISLANDS ROASTING COMPANY	CIRCO.001T	30	78/394,317 03/31/04		PENDING
	CIRCO.002T	30	78/395,785 04/02/04		PENDING

DISCLAIMER

To the best of our knowledge, the information contained in this Status Report for Channel Islands Roasting Company prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for Channel Islands Roasting Company is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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Attorney-Client Privileged

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