

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
Timothy's Coffees of the World Inc.		03/20/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	First Canadian Place, #2100		
City:	Toronto M5X 1A1		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2935716	TIMOTHY'S	
Registration Number:	2937237	TIMOTHY'S WORLD COFFEE	
Registration Number:	2937261	TIMOTHY'S WORLD COFFEE	
Serial Number:	77216065	JAZZED UP DECAF	
Serial Number:	77216046	BIG EASY BOLD	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5950		
Email:	ateixeira@morganlewis.com		
Correspondent Name:	Antonio C. Teixeira		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	052735-0117		
DOMESTIC REPRESENTATIVE			

CH \$140.00 2935716

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Antonio C. Teixeira
Signature:	/AntonioTeixeira/
Date:	03/27/2008

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 20, 2008, is made by Timothy's Coffees of the World Inc., a corporation incorporated under the laws of the Province of Ontario, Canada (the "Borrower"), in favor of Bank of Montreal, as lender ("Lender"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, 2161001 Ontario Inc., a corporation incorporated under the laws of the Province of Ontario, Canada (as predecessor in interest to Borrower) and Lender executed that certain Bank of Montreal Loan Authorization Agreement, dated as of March 20, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement");

WHEREAS pursuant to the Loan Agreement, the Lender has agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, 2161001 Ontario Inc., as predecessor in interest to Borrower, has executed and delivered a General Security Agreement, dated as of March 20, 2008, in favor of the Lender (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all personal property, including the Trademarks (as defined below); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make loans and other financial accommodations to the Borrower pursuant to the Loan Agreement, the Borrower agrees, for the benefit of the Lender as follows:

SECTION 1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

"Trademarks" shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other

source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon a demand for payment made by the Lender under the Loan Agreement, assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Lender to secure payment, performance and observance of the payment of all obligations now or hereafter existing under the Loan Agreement and the Note, as defined in the Loan Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

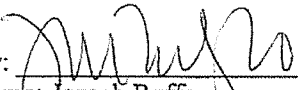
SECTION 5. Governing Law, Entire Agreement, etc. **THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS, THE SECURITY AGREEMENT AND THE LOAN AGREEMENT, CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER**

**HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL,
WITH RESPECT THERETO**

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TIMOTHY'S COFFEES OF THE WORLD INC.,
as Borrower


By: 
Name: Joseph Ruffo
Title: President and Secretary

BANK OF MONTREAL,
as Lender

By: _____
Name:
Title:

PROVINCE
STATE OF ONTARIO)
CITY) ss
COUNTY OF TORONTO)

On the 20th day of March, 2008, before me personally came Joseph Ruffo; who, being duly sworn, did depose and say that he is the PRESIDENT & SECRETARY of Timothy's Coffees of the World Inc., a corporation incorporated under the laws of the Province of Ontario, Canada, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

Acknowledgment to Grant of Security Interest in Trademark Rights

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TIMOTHY'S COFFEES OF THE WORLD INC.,
as Borrower

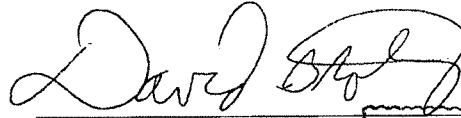
By: _____
Name: Joseph Ruffo
Title:

BANK OF MONTREAL,
as Lender

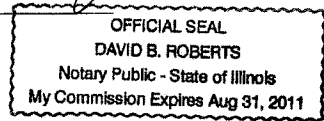
By:  _____
Name: **Brett M. Sanchez**
Title: **Vice President**

STATE OF)
) ss
COUNTY OF)

On the 19th day of March, 2008, before me personally came Brett Sanchez; who, being duly sworn, did depose and say that she/he is the Vice President of Bank of Montreal, the bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.



Notary Public



(PLACE STAMP AND SEAL ABOVE)

Acknowledgment to Grant of Security Interest in Trademark Rights

SCHEDULE A

United States Trademark Registrations and Applications

Trademark	Reg. No.	Wares/Services	Next Renewal Date
TIMOTHY'S	2,935,716	Coffee	March 29, 2015
TIMOTHY'S WORLD COFFEE	2,937,237	Coffee	April 5, 2015
TIMOTHY'S WORLD COFFEE & DESIGN	2,937,261	Coffee	April 5, 2015
JAZZED UP DECAF	Serial No. 77/216,065	Coffee	Filed June 26, 2007
BIG EASY BOLD	Serial No. 77/216,046	Coffee	Filed June 26, 2007