

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBS Citizens, N.A.	FORMERLY USTRUST	12/23/2013	INC. ASSOCIATION:
RECEIVING PARTY DATA			
Name:	New England Tea & Coffee Co., Inc.		
Street Address:	100 Charles Street		
City:	Malden		
State/Country:	MASSACHUSETTS		
Postal Code:	02148		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1221102	EXCELSO BLEND	
Registration Number:	1326223	NEW ENGLAND	
Registration Number:	1812298	WINSLOW'S	
Registration Number:	1760088	NEW ENGLAND COFFEE A TRADITION OF GOOD T	
CORRESPONDENCE DATA			
Fax Number:	6173109000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-439-2000		
Email:	docket@NUTTER.COM		
Correspondent Name:	NUTTER MCCLENNEN & FISH LLP		
Address Line 1:	155 SEAPORT BLVD.		
Address Line 2:	SEAPORT WEST		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	110043-2		

OP \$115.00 1221102

NAME OF SUBMITTER:	Rory Pheiffer
Signature:	/Rory Pheiffer/
Date:	12/23/2013
Total Attachments: 3 source=110043-2-TMAssignment#page1.tif source=110043-2-TMAssignment#page2.tif source=110043-2-TMAssignment#page3.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST

This Termination and Release of Security Interest (this "Agreement") is made and executed by RBS Citizens, N.A., successor-in-interest to USTRUST (the "**Secured Party**"), in favor of NEW ENGLAND TEA & COFFEE CO., INC. ("**Debtor**").

A. The Secured Party loaned money to Debtor, and Debtor granted the Secured Party a security interest in certain of Debtor's intellectual property assets to secure indebtedness and obligations of Debtor to the Secured Party pursuant to a certain Security Agreement dated May 29, 1997, entered between Secured Party and Debtor.

B. The Secured Party recorded its security interest with the Trademark Division of the United States Patent and Trademark Office on June 6, 1997, at Reel 1595, Frame 0962.

NOW, THEREFORE, for valuable consideration received, by its execution of this Termination and Release of Security Interest, the Secured Party hereby irrevocably and unconditionally releases all right, title and interest in all of the following:

(a) all of the Debtor's trademarks, trade names, service marks, domain names, and trade dress and all associated goodwill, including, without limitation, all trademark applications and registrations throughout the world, including, without limitation, the trademark registrations listed on Exhibit A;

(b) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights for the assets described in the above subparagraph (a) including, without limitation, all causes of action and other enforcement rights for

(i) damages,

(ii) injunctive relief, and

(iii) any other remedies of any kind for past, current and future infringement; and

(c) all rights to collect royalties and other payments under or on account of any of the assets and/or any item in any of the foregoing subparagraphs (a) and (b).

If necessary or desired, the Secured Party hereby authorizes Debtor's authorized representative to file UCC Termination or Financing Statement Amendment(s) with the applicable filing office(s) and/or to record this Agreement with the United States Patent and Trademark Office or any other office in order to memorialize the termination and release of any security interest by the Secured Party.


This Agreement is governed by the law of the State of Delaware, excluding its choice of law principles. This Agreement shall be binding upon the Secured Party and its successors and assigns. The Secured Party acknowledges that it is aware that it may hereafter discover facts different from or in addition to what it now knows, believes or suspects to be true with respect to the rights herein terminated and released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that the

Secured Party is nonetheless giving up its rights, and the termination and releases in this Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest on this 23<sup>rd</sup> day of December, 2013.

**SECURED PARTY**

**RBS CITIZENS, N.A.**

By:   
Its Vice President  
Date: 12/23/2013

[Remainder of page intentionally left blank.]

**Exhibit A**

**Registrations**

Mark	Registration Number	Registration Date	Owner
EXCELSO BLEND	1221102	12/21/1982	NEW ENGLAND TEA & COFFEE CO., INC.
NEW ENGLAND	1326223	03/19/1985	NEW ENGLAND TEA & COFFEE CO., INC.
WINSLOW'S	1812298	12/21/1993	NEW ENGLAND TEA & COFFEE CO., INC.
NEW ENGLAND COFFEE A TRADITION OF GOOD TASTE (design mark)	1760088	03/23/1993	NEW ENGLAND TEA & COFFEE CO., INC.

{N2743082.2}