

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Patent & TMOfc/TM Mail Receipt Ut #54  
06-02 1998

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

*MSD*  
*6/2/96*

06-17-1998



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year  
5/19/98
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Starbucks Corporation

5/19/98

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name Starbucks U.S. Brands Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) 533 Airport Boulevard, Suite 400

Address (line 3) Burlingame

City

California

State/Country

94010

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

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 should be attached. (Designation must be a separate document from Assignment)

- Citizenship/State of Incorporation/Organization California

06/15/1998 SSMITH 00000150 75109690

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/109,690"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

Authorization to charge additional fees:

Yes

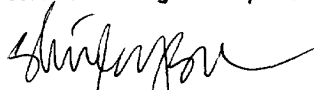
No

**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.

Shirley J. Su

Name of Person Signing



Signature

June 2, 1998

Date Signed

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 19<sup>th</sup> day of May, 1998 by Starbucks Corporation, a Washington corporation, having its principal place of business at 2401 Utah Avenue South, P.O. Box 34067, Seattle, Washington 98124-1067 ("Assignor"), to Starbucks U.S. Brands Corporation, a California corporation, having its principal place of business at 533 Airport Blvd., Suite 400, Burlingame, California 94010 ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor has adopted, used and is using the following trademark, which mark is pending registration in the United States Patent and Trademark Office ("Mark"):

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
VENTI	75/109,690	May 24, 1996

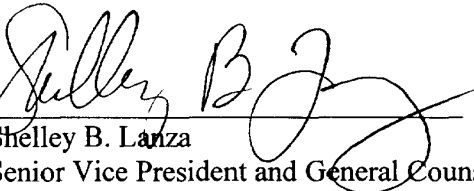
WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Mark in the United States, together with the goodwill of the business associated therewith, and the registration and application for registration thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and convey to Assignee all of Assignor's right, title and interest in and to the Mark in the United States, the registration and application therefor listed above, together with the goodwill of the business symbolized by the Mark, including, without limitation, Assignor's right, title and interest in and to (1) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Mark in the United States, including, without limitation, damages and payments for past or future infringements thereof in the United States; (2) the right to sue for past, present and future infringements of the Mark in the United States; (3) the right to secure all renewals for the registration of the Mark; (4) the right to secure registration for the Mark in the United States; and (5) all rights corresponding thereto in the United States, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

The parties hereby request that the Commissioner of Trademarks issue the certificate of registration for the pending trademark application referenced above in the name of the Assignee.

This Trademark Assignment is made in furtherance of, and subject to the terms of that certain Contribution and Assignment Agreement between Starbucks Corporation and Starbucks U.S. Brands Corporation effective as of September 28, 1997.


STARBUCKS CORPORATION

By   
Shelley B. Lanza  
Senior Vice President and General Counsel

On this, the 19<sup>th</sup> day of May, 1998, before me, the undersigned Notary Public, personally appeared Shelley B. Lanza, to me known to be the Senior Vice President and General Counsel of Starbucks Corporation, and known to me to be duly authorized by Starbucks Corporation to sign the foregoing Trademark Assignment, to be effective as of September 28, 1997, and she acknowledged that she subscribed to the foregoing Trademark Assignment for the purposes and the consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the date first appearing above.



  
Notary Public in and for the State of  
Washington, County of King  
My commission expires: 3/30/02