

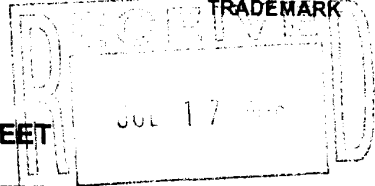
Oct -  
-  
7/13/98

10-22-1998



100801652

TRADEMARK FORM COVER SHEET  
TRADEMARKS ONLY



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 # 1694 Frame # 0612

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year \_\_\_\_\_
- Change of Name **TO DELETE 75 230080**
- Other **FRANCOUSLY RECORDED ON**

Conveying Party

Mark if additional names of conveying parties attached

Name Starbucks Corporation

Execution Date  
Month Day Year  
1/29/98

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) 533 Airport Boulevard, Suite 400

Address (line 2) \_\_\_\_\_

Address (line 3) Burlingame  
City

California  
State/Country

94010  
Zip Code

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

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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

07/20/1998 0000115 7525571 44.00 00 01. FC:481

TRADEMARK

REEL: 1764 FRAME: 0975

**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="75/235,771"/>	<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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.)

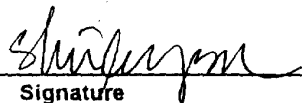
Deposit Account Number: #

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

July 16, 1998  
Date Signed

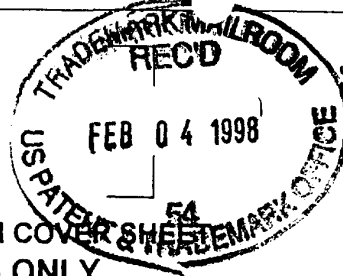
11111 2-7-98

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

03-05-1998



100652106



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

TRADEMARKS ONLY

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

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

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Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization

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01/25/1998 TTEN11 00000028 75234080  
01 FC:441 40.00 DP  
02 FC:442 50.00 DP

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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)

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Mark if additional numbers attached

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Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/234,080"/>	<input type="text" value="75/235,771"/>	<input type="text" value="75/235,773"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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Deposit Account

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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

February 4, 1998

Date Signed

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 29<sup>th</sup> day of January, 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 listed 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>
CIRCADIA	75/234,080	January 30, 1997

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 registrations of the Mark; (4) the right to secure registrations 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 pending trademark application listed 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  
Shelley B. Lanza  
Senior Vice President and General Counsel

On this, the 29<sup>th</sup> day of January, 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.



Margaret C. Morrison  
Notary Public in and for the State of  
Washington, County of King  
My commission expires: 5-29-01

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 29<sup>th</sup> day of January, 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 listed 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>
KAHAWA BLEND	75/235,771	February 3, 1997

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 registrations of the Mark; (4) the right to secure registrations 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.

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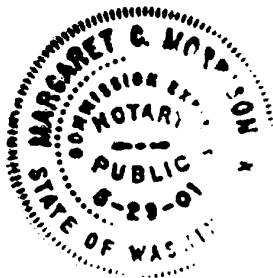
This Trademark Assignment is made in furtherance of, and subject to the terms of that certain Contribution and Assignment Agreement between Starbucks Corporation and Starbucks U.S. Brands Corporation effective as of September 28, 1997.

STARBUCKS CORPORATION

By Shelley B. Lanza  
Shelley B. Lanza  
Senior Vice President and General Counsel

On this, the 28<sup>th</sup> day of January, 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.



Margaret C. Morrison  
Notary Public in and for the State of  
Washington, County of King  
My commission expires: 5-29-01

j:\hc\assign-kahewa

TRADEMARK  
REEL: 1764 FRAME: 0982



**TRADEMARK ASSIGNMENT**

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**WITNESSETH:**

WHEREAS, Assignor has adopted, used and is using the following listed 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>
BISCOTTI BLISS	75/235,773	February 3, 1997

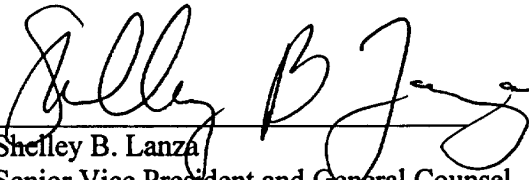
WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Mark in the United States, together with the goodwill of the business associated therewith, and the registration and application for registration thereof.

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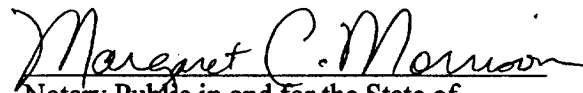
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By   
Shelley B. Lanza  
Senior Vice President and General Counsel

On this, the 29<sup>th</sup> day of January, 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: 5-29-01



j:\hclassign-biscotti