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RECORDATION 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 # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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.)

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Mail documents to be recorded with required cover sheet(s) information to
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Enter for the first Receiving Party only.

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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)

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



August 3, 1998

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 16th day of July, 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>
BEARISTA	75/334,830	August 2, 1997

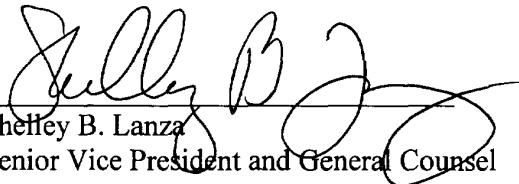
WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Mark in the United States, together with the goodwill of the business associated therewith, and the registration and application for registration thereof.

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.

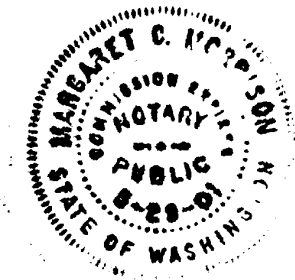
This Trademark Assignment is made in furtherance of, and subject to the terms of that certain Contribution and Assignment Agreement between Starbucks Corporation and Starbucks U.S. Brands Corporation effective as of September 28, 1997.

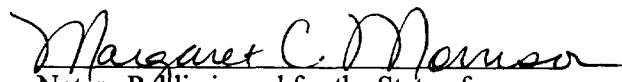
STARBUCKS CORPORATION

By 
Shelley B. Lanza
Senior Vice President and General Counsel

On this, the 16th day of July, 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: 5/29/2001