

ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS ALLEGRO COFFEE COMPANY, a Colorado corporation (hereinafter referred to as "ASSIGNOR"), having its principal offices located at 1930 Central Avenue, Boulder, Colorado 80301, has adopted, used, is using and is the owner of the entire right, title and interest in and to the trademarks set forth in the attached Exhibit A, the goodwill appurtenant to said marks; and the United States Trademark Registrations and Applications for said marks;

WHEREAS JBR, Inc., a California corporation, (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR's entire right, title and interest in and to said marks, the appurtenant goodwill, and the United States Trademark Registrations and Applications and the rights at common law in and to said marks;

WHEREAS ASSIGNOR has trademark registrations and has filed a trademark application, identified in the attached Exhibit A, in the United States Patent and Trademark Office;

WHEREAS ASSIGNOR desires to assign said marks and trademark application to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said ASSIGNOR hereby agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns ASSIGNOR's entire right, title and interest in and to each of the trademarks identified in Exhibit A, the goodwill of the business appurtenant to and connected with the marks, the United States Trademark Registrations and Applications for said marks, and all rights at common law in the marks; and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to apply for, register, renew, protect, defend and enforce

any and all rights to the said trademarks including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR and without further consideration to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE, enforcing and defending the rights transferred, and executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

Signed at Allegro Coffee Co., this 17th day of December, 1998.
in Boulder, Co

ALLEGRO COFFEE COMPANY

By: Terrence P. Tierney
Name: TERRENCE P. TIERNEY
Title: PRESIDENT

On this 17th day of December, 1998, before me, Karan Knoll, personally appeared Terrence P. Tierney personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dated: 12.17.98

Karan Knoll
NOTARY PUBLIC

TRADEMARK
REEL: 1892 FRAME: 0373

EXHIBIT A

U.S. Trademark Registrations

<u>MARK</u>	<u>REG.NO.</u>	<u>REG.DATE</u>	<u>INT'L CLASS(ES)</u>
GORILLA DECAF & Design	1,888,697	4/11/95	30
STELLA BREW & Design	1,877,811	2/7/95	30
THE ORGANIC COFFEE COMPANY & Design	1,876,799	1/31/95	30
ZEN BLEND & Design	1,939,201	12/5/95	30
Goods: Coffee			

U.S. Trademark Applications

<u>MARK</u>	<u>APP.NO.</u>	<u>FILING DATE</u>	<u>INT'L CLASS(ES)</u>
THE ORGANIC COFFEE CO. & Design			30
Goods: Coffee			