



08-10-1999

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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #40



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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
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#### Conveyance Type

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

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
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Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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DBA/AKA/TA

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#

**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.)

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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.

Susan L. Heller

August 2, 1999

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 11<sup>th</sup> day of June, 1999 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>
RHUMBA FRAPPUCCINO	75/109,689	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 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 *David M. Landau*  
David M. Landau  
Vice President and Assistant General Counsel

On this, the 11<sup>th</sup> day of June, 1999, before me, the undersigned Notary Public, personally appeared David M. Landau, to me known to be the Vice President and Assistant 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 he acknowledged that he 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: May 29, 2001

