

08-18-1999



Form PTO 1595
1-31-92

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U.S. Department of Commerce
Patent and Trademark Office

MRD
8-16-99

101121471
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
INTERNATIONAL COFFEE & TEA, INC.

Address: 4580 Calle Alto

City: Camarillo State: CA Zip: 93012

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (CA)
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
COFFEE AND TEA, INC.

Address: 4580 Calle Alto

City: Camarillo State CA Zip: 93012

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (DE)
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 16, 1998

4. Application number(s) or registrations number(s):

A. Trademark Application No.(s) 74/475,672 75/535,094

B. Trademark Registration No.(s) 994,791 1,920,010 2,164,914

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Wallenstein & Wagner, Ltd.

Street Address: 311 S. Wacker Drive, 53rd Floor

City: Chicago State: IL Zip: 60606-6622

6. Total number of applications and Registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00
 Enclosed
 Authorized to be charged to deposit account (ADDITIONAL AMOUNTS ONLY)

8. Deposit account number: 23-0280
 (Attach duplicate copy of this page if paying by deposit account)

08/17/1999 BCDATES 00000091 74475672
 01 FC:481 40.00 OP
 02 FC:482 100.00 OP

DO NOT USE THIS SPACE

9. 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.

Nancy M. Misch Nancy M. Misch. Aug. 10, 1999
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

ASSIGNMENT OF MARKS, COPYRIGHTS AND OTHER PROPRIETARY RIGHTS

This Assignment of Marks, Copyrights and other Proprietary Rights (this "Agreement"), dated as of Dec 16, 1998, is entered into by and among INTERNATIONAL COFFEE & TEA, INC., a California corporation ("Seller"), and COFFEE AND TEA, INC., a Delaware corporation ("Purchaser"), pursuant to, and subject to the terms of the Asset Purchase Agreement, dated as of October 1, 1998 (the "Asset Purchase Agreement") by and among Seller, Herbert Hyman, Mona Hyman, Purchaser, Sunny Sassoon and Victor Sassoon. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Purchaser has agreed to purchase certain Assets of Seller, and Seller desires to sell the Assets to Purchaser;

WHEREAS, in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement, Seller desires to transfer, convey, assign and set over to Purchaser, and Purchaser desires to accept and assume from Seller, all of Seller's right, title and interest in and to the Marks, Copyrights and other Proprietary Rights; and

WHEREAS, Purchaser wishes to take assignment of the Marks, Copyrights and other Proprietary Rights, including, without limitation, the trademark registrations and applications for registration listed in Exhibit "A" attached hereto;

NOW, THEREFORE, in consideration of the payment of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption.

(a) Seller hereby assigns, transfers, sets over, conveys and delivers unto Purchaser, effective as of the Closing Date, all of its right, title and interest in and to the Marks, Copyrights and other Proprietary Rights, including, without limitation, the trademark registrations and applications for registration listed in Exhibit "A" attached hereto, and all goodwill associated therewith.

(b) Effective as of the Closing Date, Purchaser hereby accepts all right, title and interest of Seller in and to the Marks, Copyrights and Proprietary Rights.

2. Further Assurances. Seller shall at any time, and from time to time after the Closing Date, upon the reasonable request of Purchaser, execute, acknowledge and deliver, or cause to be

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executed, acknowledged, and delivered, all such further documents as may be required to confirm the title of the Marks, Copyrights and other Proprietary Rights hereby sold, transferred and assigned to Purchaser.

3. Subject to Asset Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this instrument, the provisions of the Asset Purchase Agreement shall control.

4. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the State of California and the federal courts located in Los Angeles County, California.

5. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

6. Amendments; Waivers. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SELLER: INTERNATIONAL COFFEE & TEA, INC.,
a California corporation

By: [Signature]
Its: pres.

PURCHASER: COFFEE AND TEA, INC.,
a Delaware corporation

By: [Signature]
Its: President

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

ON December 16, 1998, before me,
Mary Ann Parlapiano, Notary Public, personally appeared
Sunny Sassoun, personally known to me to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instru-
ment the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Mary Ann Parlapiano
Notary Public in and for said State



STATE OF CALIFORNIA)
 COUNTY OF ~~LOS ANGELES~~ VENTURA) ss.

DECEMBER 17, 1998, before me,
SUSAN ROBERTS, Notary Public, personally appeared
MONA HYMAN, personally known to me to be the
 person whose name is subscribed to the within instrument and
 acknowledged to me that he/she executed the same in his/her
 authorized capacity, and that by his/her signature on the instru-
 ment the person, or the entity upon behalf of which the person
 acted, executed the instrument.

WITNESS my hand and official seal.

Susan Roberts
 Notary Public in and for said State

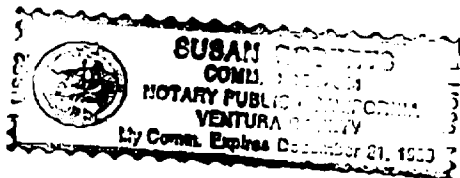
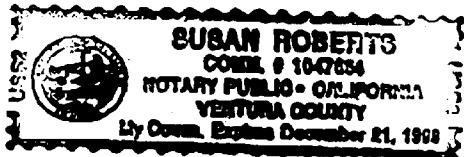


EXHIBIT "A"

<u>TRADEMARK</u>	<u>COUNTRY</u>	(SER. NO.) <u>REG.NO.</u>	(FILED) <u>ISSUED</u>
COFFEE BEAN LOGO	U.S.A.	994,791	10/01/1974
ICE BLENDED	U.S.A.	1,920,010	09/19/1995
THE COFFEE BEAN & TEA LEAF and DESIGN	U.S.A.	2,164,914	06/16/1998
THE COFFEE BEAN	U.S.A.	(74/475,672)	(12/29/1993)
THE COFFEE BEAN & TEA LEAF	U.S.A.	(75/535,094)	(08/12/1998)
THE COFFEE BEAN & TEA LEAF	CANADA	(878,376)	(05/14/1998)
THE COFFEE BEAN & TEA LEAF and DESIGN	CANADA	(878,375)	(05/14/1998)
ICE BLENDED	CANADA	(878,374)	(05/14/1998)
ICE BLENDED & DESIGN	CANADA	(878,373)	(05/14/1998)