

08-18-1999

Form PTO 1595  
1-31-92

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U.S. Department of Commerce  
Patent and Trademark Office

8-16-99

## 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):

COFFEE AND TEA, INC.

Address: 4580 Calle AltoCity: Camarillo State: CA Zip: 93012

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State (DE)  
☐ Other \_\_\_\_\_

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

## 2. Name and address of receiving party(ies):

INTERNATIONAL COFFEE &amp; TEA, LLC

Address: 4580 Calle AltoCity: Camarillo State: CA Zip: 93012

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Delaware Limited Liability Company

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 17, 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 FloorCity: Chicago State: IL Zip: 60606-66226. Total number of applications and Registrations involved: 57. 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 MCOATES 00000090 74475672

01 FC:481  
02 FC:48240.00 OP  
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  
Name of Person SigningNancy M. Misch.  
SignatureAug. 10, 1999  
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 December 17, 1998, is entered into by and among COFFEE AND TEA, INC., a Delaware corporation ("Assignor") and INTERNATIONAL COFFEE & TEA, LLC, a Delaware limited liability company ("Assignee")

### RECITALS

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement dated October 1, 1998 entered into by and among International Coffee & Tea, Inc., a Delaware corporation, Herbert Hyman and Mona Hyman and Assignor, Sunny Sassoon and Victor Sassoon, Assignor received all of the right, title and interest in and to the Marks, Copyrights and other Proprietary Rights (as those terms are defined in the Asset Purchase Agreement) owned by International Coffee & Tea, Inc.

**WHEREAS**, Assignor wishes to assign all of its right, title and interest in and to the Marks, Copyrights and other Proprietary Rights to Assignee.

**WHEREAS**, Assignee 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.** Assignor hereby assigns, transfers, sets over, conveys and delivers unto Assignee 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 good will associated therewith, and Assignee hereby accepts all right, title and interest of Assignor in and to the Marks, Copyrights and Proprietary Rights.

2. **Further Assurances.** Assignor shall at any time, and from time to time, upon the reasonable request of Assignee, execute, acknowledge and deliver, or cause to be 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 Assignee.

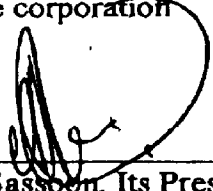
3. **Governing Law; Jurisdiction.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum 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

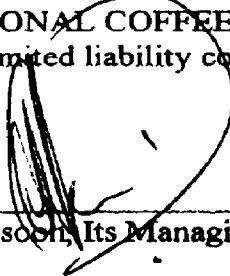
4. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

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

6. **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.

**ASSIGNOR:** COFFEE AND TEA, INC.,  
a Delaware corporation  
  
By:  \_\_\_\_\_  
Sunny Sassoon, Its President

**ASSIGNEE:** INTERNATIONAL COFFEE & TEA, LLC  
a Delaware limited liability company  
  
By:  \_\_\_\_\_  
Sunny Sassoon, Its Managing Director

STATE OF CALIFORNIA     )  
                                  )ss  
COUNTY OF LOS ANGELES )

On January 14th 1999 before me, Mary Ann Parlapiano, Notary Public, personally appeared SUNNY SASSOON, 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 that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.



*Mary Ann Parlapiano*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID COUNTY  
AND STATE

RECEIVED TIME JAN. 21. 5:15PM

TRADEMARK  
REEL: 001944 FRAME: 0103

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)