

07-10-2000



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OPR/FINANCE 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 Effective Date
Month Day Year
- Change of Name
- Other

20-21-7

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- 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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01 FC: 481
02 FC: 482

40.00 OP
125.00 OP

00009573

Total:

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002097 FRAME: 0824

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0068037"/>	<input type="text" value="0556487"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0068024"/>	<input type="text" value="0971484"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0506048"/>	<input type="text" value="1052542"/>	<input type="text"/>

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: #

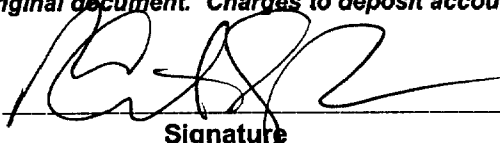
Authorization to charge additional fees: Yes No

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.

Chris Scheurer

Name of Person Signing



Signature

5/18/00

Date Signed

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated this 28th day of April, 2000 (the "Assignment"), by and between STANLEY W. FERGUSON, INC. d/b/a VICTOR COFFEE CO., a Massachusetts corporation with its principal place of business at 365 C Street, Boston, Massachusetts 02127 ("Assignor"), and S&D COFFEE, INC., a North Carolina corporation, with its principal place of business at P.O. Box 1628, Concord, North Carolina 28026-1628 ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of April 28, 2000 ("Purchase Agreement"), by and among Assignor, Clinton R. Ferguson, Eleanor G. Ferguson, Gar F. Ferguson, the Gar F. Ferguson 1992 Irrevocable Trust dated December 29, 1992 and Assignee, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor, all of the assets, properties and rights of Assignor as the same are described in the Purchase Agreement;

WHEREAS, the Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the Marks (as defined in the Purchase Agreement) identified and set forth on Schedule A attached hereto and of the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire and Assignor desires to assign and transfer to the Assignee all of its right, title and interest in the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks, and all respective registrations for the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any state thereof or any jurisdiction foreign to the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor represents that, except as expressly stated on Schedule A, no registration or filing with any governmental entity has been made by it or on its behalf for the Marks under the laws of the United States or any state thereof or any jurisdiction foreign to the United States effecting Assignor's full title and right in and to the Marks.

3. Assignor hereby requests the Commissioner of Patents and Trademarks to record this Assignment against the Marks and title thereto as the property of the Assignee, its successors, legal representatives and assigns, as the Assignee and owner of the Marks.

4. Assignor hereby requests the proper officials of all states of the United States and of all jurisdictions foreign to the United States whose duty is to record trademark, copyright, brand name, patent, service mark or trade name registrations, applications or title thereto, to record this Assignment against the Marks and title thereto as the property of the Assignee, its successors, legal representatives and assigns, as the Assignee and owner of the Marks.

5. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any state thereof or any jurisdiction foreign to the United States; and (d) in the implementation or perfection of this Assignment.

6. This Assignment is executed pursuant to and in furtherance of the Purchase Agreement, and it does not replace, substitute for or extinguish any provision or obligation of the Purchase Agreement. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its principles of conflicts of law.

7. Assignor represents and warrants to Assignee that Assignor has not sold, transferred, assigned or encumbered any of its right, title or interest in the Marks, and that it has the authority to transfer and assign the Marks and enter into this Assignment and perform its obligations hereunder.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed this Assignment on the date set forth above.

ASSIGNOR:

STANLEY W. FERGUSON, INC. d/b/a
VICTOR COFFEE CO.

Gar F Ferguson
By: *GAR F. FERGUSON*
Title: *President*

ATTEST:

(Corporate Secretary)

CORPORATE SEAL

MASSACHUSETTS

SUFFOLK COUNTY

I, *DAVID W. FITTS*, a Notary Public, do hereby certify that *Gar F. Ferguson* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the *28th* day of *April*, 2000.

Notary Public *David W. Fitts*

DAVID W. FITTS
My Commission Expires:
MY COMMISSION EXPIRES
AUGUST 5, 2005

ASSIGNEE:

S&D COFFEE, INC.

Stephen Cole
By: Stephen Cole
Title: Executive Vice President

ATTEST:

(Corporate Secretary)

CORPORATE SEAL

MASSACHUSETTS

SUFFOLK COUNTY

I, DAVID W. FITTS, a Notary Public, do hereby certify that Stephen H. Cole personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 28th day of April, 2000.

David W. Fitts
Notary Public

My Commission Expires
DAVID W. FITTS
MY COMMISSION EXPIRES
AUGUST 5, 2005

SCHEDULE A

MARKS

All of the Marks listed on this Schedule A are assigned, together with the goodwill of the business symbolized by the Marks, together with all United States, state and foreign registrations, and all applications for registration, for the Marks. All common law or unregistered forms of the Marks listed above are assigned. The registrations and applications are as follows:

U.S. Trademark Registrations

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
U.S. Trademarks		
Chariot Design	68,037	3-3-08
"Victor"	68,024	3-3-08
"Old Boston" and Design	506,048	1-25-49
"Victor The Ripe Coffee"	556,487	3-25-52
"Lincolnshire"	971,484	10-23-73
"Nitro-Pak"	1,052,542	11-09-76

U.S. Trademark Applications

None.

State Trademark Registrations

Massachusetts Trademarks

"Ripe"	50233	10-20-1994
"Victor"	50232	10-20-1994

Foreign Trademark Registrations

None.

U.S. Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
U.S. Copyrights		
"Victor The Ripe Coffee"	51,083 R-359425	3-28-38
"Harvard Club"	48,992 R-333923	1-11-37
"Old Boston"	49,032 R-333922	12-29-36

U.S. Trade Name Registrations

None.

All Trade Names listed above are assigned, together with the goodwill of the business symbolized by the Trade Names, together with all United States, state and foreign registrations, and all applications for registration, for the Trade Names. All common law or unregistered forms of the Trade Names are assigned. The state registrations are as follows:

State Trade Name Registrations

None.