

7-3-00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

07-31-2000

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101417951

**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 # 001993 Frame # 0423
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

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

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  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.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

07/28/2000 DNGUYEN 00000243 75253003

01 FC:481 40.00 OP

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: 002111 FRAME: 0449

**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" value="75253003"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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

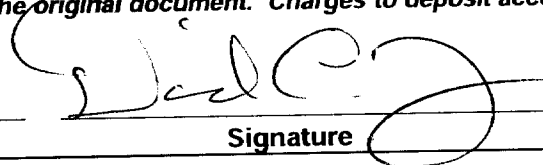
No

**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.

David C. Gryce, Esq.

Name of Person Signing



Signature

6/29/00

Date Signed

JANGO's

**Assignment of Trademark and All Uses**

**THIS ASSIGNMENT OF TRADEMARK AND ALL USES** ("Assignment") is made and entered into effective as of October 22, 1999 (the "Effective Date") by and between **JANGO'S JUICES, INC.**, a New York corporation with its principal place of business at 101 Development Court, Kingston, New York 12401 (hereinafter called "Assignor"), **CLIFFORD LAMM**, an individual residing in New York (hereinafter called "Lamm") and **SARATOGA BEVERAGE GROUP, INC.**, a Delaware corporation with its principal place of business at 11 Geyser Road, Saratoga Springs, New York 12866 (hereinafter called "Assignee").

**WITNESSETH**

**WHEREAS**, Assignor is the owner of the trademark JANGO's, the registration therefor and the trade dress on the bottle on which the mark is and/or has been placed, *including* (collectively the "Marks"); and

exhibit D  
RP  
CR.

**WHEREAS**, Lamm is the president and sole shareholder of the Assignor; and

**WHEREAS**, Assignor desires to sell and Assignee desires to purchase all of Assignor's right, title and interest in the Marks;

**NOW THEREFORE**, for and in consideration of the following covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (1) The above recitals are true and correct and hereby incorporated herein by this reference.
- (2) Assignor represents and warrants that it is the owner of the Marks and of the pending registration Serial Number 75/253,003, ~~which has been duly registered~~ and that it has the right to execute this Assignment. CR.  
RP
- (3) Assignor does hereby grant, bargain, sell, transfer, assign and convey unto Assignee, its successors and assigns, all right, title and interest in and to the Marks, free and clear of all liens, including, without limitation, all trademark and service marks that have accrued since Assignor first used the Marks and the right to sue, recover and defend all suits and claims for all past and future infringement of the Marks.

CR.  
RP

- (4) Assignee shall pay Assignor the sum of thirty thousand (\$30,000) dollars for the assignment of the Marks as set forth below:
- (a) Fifteen (\$15,000) thousand dollars shall be paid upon execution of this Assignment; and
  - (b) Fifteen (\$15,000) thousand dollars shall be paid upon the receipt by Assignee of an Affidavit from Assignor and Lamm attesting to the cessation of the use of the name Jango's and Jango Juices in any manner. (The form of Affidavit is attached hereto as Exhibit A).
- (c) See Below.
- (5) Upon execution of this Assignment, Assignee shall be the exclusive owner of the Marks, including all rights possessed by Assignor to use the Marks in any medium.
- (6) In consideration of the foregoing and in order to effectively enable Assignee, its successors and assigns, to receive, recover and obtain the full benefit of the Marks hereby assigned, Assignor and Lamm hereby agree to execute, acknowledge and deliver and cause to be done, executed and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it, in order to carry out this Assignment and give effect thereto, it being the intent of Assignor to transfer the Marks to Assignee. Assignor agrees to cease using the name Jango's and/or Jango's Juices in the operation of its business and shall change its corporate name immediately.
- (7) Assignor warrants and shall defend its right and authority to sell the Marks to the Assignee, its successor and assigns, from the lawful claims and demands of all person or entities whomsoever. Assignor and Lamm further warrant that as of the date of this Assignment, they have no knowledge of any encumbrance to Assignor's claim of ownership of the Marks, any infringement of any of the Marks, or any claims, liens or other demands accruing from Assignor's use, ownership or application of the Marks in the United States of America or any other country in the world, except for (i) any such encumbrance, claim, lien or right as is encompassed by or reflected in the Consent Agreement regarding Jango's with Hex-Song Corp a copy of which is attached hereto as Exhibit B.
- (8) Assignee acknowledges that Assignor has not performed any full authority, right to use, or any other similar searches to uncover any infringing or senior uses of the Marks. Assignee has conducted its own search ("Search Report") prior to entering into this Assignment and agrees that neither Assignor or Lamm shall have any liability for damages arising out of any infringement which was or should have been cited in the Search Report obtained by

Both parties agree that Assignor may continue to distribute Jango's Juices through November 30, 1999. On December 1, 1999 Assignor will cease all production and distribution and use of the name and marks in any manner and forward a signed affidavit (Exhibit A) to Assignee.

TRADEMARK

Assignee and for which Assignor did not have actual knowledge.

- (9) This Assignment shall be deemed to have been made in the United States of America, in the State of New York and in the County of Saratoga and the provisions and conditions of this Assignment shall be governed and interpreted in accordance with the substantive and procedural laws of the State of New York, without regard to conflict of laws provisions. Further each party hereby consent to the jurisdiction in any court in the County of Saratoga, New York for the purposes of enforcing this Assignment.

\* See Below

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the date and year first written above.

Assignor:

JANGO'S JUICES, INC.

By: [Signature]

Title: President

Tax ID # 16-1517246

Assignee:

SARATOGA BEVERAGE GROUP, INC.

By: [Signature]

Title: CEO

CLIFFORD LAMM

[Signature]

\* The parties acknowledge the Phillis Lehmer agreement as Exhibit C. RP

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STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Clifford Lamm as President of JANGO'S JUICES, INC.; a New York corporation, who is personally known to me or who have produced Drivers License (type of identification) and have acknowledged before me that he executed the foregoing freely and voluntarily for the purpose therein expressed with full authority to do so.

8<sup>th</sup> WITNESS my hand and official seal in the State and County last aforesaid this day of November 1999.

  
NOTARY PUBLIC - STATE OF N.Y.  
Shanon Green  
Name of Notary (please print)


My commission expires:

STATE OF )  
 ) SS:  
COUNTY OF )

SHANON GREEN  
Notary Public, State of New York  
No. 01GR6018134  
Qualified in Saratoga County  
Commission Expires Jan. 4, 2001

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Clifford Lamm, individually, who is personally known to me or who has produced DRIVERS LICENSE (type of identification) and have acknowledged before me that he executed the foregoing freely and voluntarily for the purpose therein expressed with full authority to do so.

WITNESS my hand and official seal in the State and County last aforesaid this 8<sup>th</sup> day of November, 1999.

  
NOTARY PUBLIC - STATE OF N.Y.  
Shanon Green  
Name of Notary (please print)


My commission expires:

SHANON GREEN  
Notary Public, State of New York  
No. 01GR6018134  
Qualified in Saratoga County

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robin Prever as CEO of Saratoga Beverage Group, Inc., a New York corporation, who is President who is personally known to me or who has produced Drivers License (type of identification) and have acknowledged before me that they executed the foregoing freely and voluntarily for the purpose therein expressed with full authority to do so.

8<sup>th</sup> WITNESS my hand and official seal in the State and County last aforesaid this day of November 1999.

  
NOTARY PUBLIC - STATE OF NY.  
Shanon Green  
Name of Notary (please print)

My commission expires

SHANON GREEN  
Notary Public, State of New York  
No. 01GR6018134  
Qualified in Saratoga County  
Commission Expires Jan. 4, 2001

Exhibit A

**AFFIDAVIT**

STATE OF \_\_\_\_\_ :  
  : SS  
COUNTY OF \_\_\_\_\_ :

**BEFORE ME**, the undersigned authority, personally appeared **CLIFFORD LAMM** as President of \_\_\_\_\_, formerly known as **JANGO JUICES, INC.**, and **CLIFFORD LAMM**, individually, (collectively "Affiant") who, being by me duly sworn according to law on oath, depose and say:


- i. That Affiant no longer uses the name Jango's or Jango Juices in any manner or form.
- ii. That Affiant is giving this Affidavit to Saratoga Beverage Group, Inc. with the understanding that they are relying on it in order to make payments as set forth in the Assignment of Trademark and Use between the parties.

**FURTHER AFFIANT SAYETH NAUGHT.**

\_\_\_\_\_  
Clifford Lamm

\_\_\_\_\_  
By: \_\_\_\_\_  
Clifford Lamm, President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by Clifford Lamm, individually and Clifford Lamm, President of \_\_\_\_\_, formerly known as Jango's Juices, Inc. who are is personally known to me or who have produced as DRIVERS LICENSE as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF N.Y.  
Shanon Green  
Name of Notary ( Please Print )  
\_\_\_\_\_  
Commission Number

**SHANON GREEN**  
Notary Public, State of New York  
No. 01GR6018134  
Qualified in Saratoga County  
Commission Expires Jan. 4, 2001

[NOTARIAL SEAL]  
My Commission Expires:



Exhibit B

## CONSENT AGREEMENT

This Agreement is made effective as of April 9, 1999 between Jango's Juices, Inc a New York corporation with a business address at 101 Development Court, Kingston, NY 12401 ("Jango's Juices") and Hey-Song Corporation ("Hey-Song"), a Taiwanese corporation with a business address at 3F, 296, Sec. 4, Hsin-Yi Road, Taipei, Taiwan, and an address for notices at c/o W.Wayne Liauh, 4224 Waialae Avenue, Suite 5-388, Honolulu, Hawaii 96816.

1. Hey Song has registered the mark "Jungo" for beer, fruit juices, aerated water, mineral water, soda water, sarsaparilla, tomato juices, lemonades, vegetable juices and soft drinks" with the United States Patent and Trademark Office ("PTO") U.S. Reg. No. 2141233 issued on March 3, 1998 (the "Registration").
2. Jango's Juices has filed with the PTO an application to register the mark "Jango's" for "non-alcoholic beverages, namely fruit juice drinks", which application was filed on March 6, 1997 and given Serial No. 75/253003 (the "Application") and is currently pending with the PTO.
3. Hey-Song and Jango's Juices wish amicably to confirm their respective concurrent rights to use their respective marks and agree to use their best efforts to assure that purchasers and potential purchasers will not be confused between their respective products.
4. In consideration of the payment by Jango's Juices to Hey-Song of Two Thousand U.S. Dollars (U.S. \$2,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:
  - a. Hey-Song consents to the use and registration under the current Application or by amendment to application or registration by Jango's Juices of "Jango's" for "natural fruit juice and vegetable juice drinks".
  - b. Henceforth Hey-Song agrees that except for the use of its mark "Jungo" on sarsaparilla, tomato juice and lemonades, it will not, until one year from the date hereof, use its mark "Jungo" on natural fruit juice and vegetable juice drinks in the eastern United States (east of the Mississippi). **TRADEMARK**

- c. Hey-Song and Jango's Juices each believe there is no likelihood of confusion or conflict between their trademarks when concurrently used as set forth herein and neither party will interfere with the use and registration of the mark of the other as specified herein, including but not limited to any opposition or petition to cancel such mark.
  - d. Hey-Song and Jango's Juices each agree that although their respective marks are similar, they are not identical, and that there has been contemporaneous use of the marks for almost two years without any known instances of actual confusion. The parties agree to use their best efforts to cooperate to take the steps necessary to ensure that there is no overlap in marketing and trade channels of their products to prevent the possibility of any customer confusion arising in the future.
  - e. Jango's Juices will not use the mark "Jango's" in Taiwan without the written permission of Hey-Song.
5. Both parties to this Agreement may license or assign their respective rights hereunder, in whole or in part, and thereafter this Agreement shall be binding upon and shall inure to the benefit of any successors, legal representatives and assigns.
  6. The Agreement constitutes a contract made under the laws of the State of New York, and shall be interpreted and construed in accordance with such laws. There are no agreements or understandings, written or oral, between the parties hereto with respect to the subject matter hereof and this Agreement contains the entire agreement between the parties with respect thereto.
  7. This Agreement is being signed in multiple copies. Each copy shall be considered an original for all purposes and this Agreement may not be altered, modified, terminated or discharged except by a writing signed by the duly authorized representatives of both parties.
  8. The undersigned are the duly authorized officers, respectively, of the companies for which they are executing this Agreement below.

HEY-SONG CORPORATION

By:

Cheng Wen-Chin

Cheng Wen-Chin  
Print Name

Title: President

Date: March 25, 1999

JANGO'S JUICES, INC.

By:

Cliff Lamm

Cliff Lamm  
Print Name

Title: President

Date: April 9, 1999

AGREEMENT

Exhibit C

This Agreement is made and entered into as of November 1, 1999, between Jango's Juices, Inc. ("Jango's"), and Phillis Lehner ("Lehner").

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WHEREAS, by Project Confirmation Agreement between Jango's and Lehner, dated August 1, 1998, Jango's retained Lehner to create certain designs for Jango's; and

WHEREAS Lehner subsequently created the designs, and transferred to Jango's certain specifically enumerated rights to use the designs for a limited period, and Lehner reserved all rights not expressly granted thereunder, including, but not limited to, all rights in sketches, comps or other preliminary materials created by Lehner, and Lehner also retained ownership of all original artwork, including but not limited to sketches and any other materials created in the process of making the designs as well as illustrations or photographic materials such as transparencies and computer disks (collectively, the "Designs"); and

WHEREAS Jango's desires to purchase, and Lehner desires to sell, all rights in, and ownership of, the Designs;

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

1. Jango's will pay Lehner the sum of \$750.00.
2. The Project Confirmation Agreement between Jango's and Lehner is hereby terminated.
3. Lehner assigns all right, title and interest in and to the copyrights in the Designs, and all extensions and renewals thereof, to Jango's, and agrees to provide all assistance requested by Jango's in the establishment, preservation and enforcement of its copyright in the Designs, such assistance to

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be provided at Jango's expense but without any additional compensation to Lehmer. Lehmer agrees to waive all moral rights relating to the Designs, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

4. If any part of the Designs is deemed to be one or more works of visual art, then Lehmer hereby acknowledges the existence of, and hereby expressly waives and relinquishes any and all rights inuring to the benefit of the author of a work of visual art, as set forth in 17 U.S.C. §106A, and any rights arising under any other laws of the United States, any State or subdivision thereof, and of any other nation that conveys rights of the same, similar or comparable nature as those conveyed under 17 U.S.C. §106A, or any other type of moral rights or *droit moral*.

5. Lehmer hereby conveys to Jango's all original artwork created in the process of making the Designs, including but not limited to, sketches, illustrations, and photographic materials such as transparencies and computer disks. Lehmer shall deliver such original artwork upon receipt of a fully-executed copy of this Agreement.

6. Whether for her own behalf or for or on behalf of any person or entity other than Jango's, Lehmer shall not establish or use, by registration, usage or otherwise, any trademark, service mark or copyright in any matter or thing related to the Designs or to the scope of Lehmer's engagement by Jango's. If Lehmer should establish such a trademark or service mark, by registration, common usage or otherwise, Lehmer assigns all right, title and interest in and to the trademark, service mark or copyright, and all extensions and renewals thereof, to Jango's, and agrees to provide all assistance requested by Jango's in the establishment, assignment, preservation and enforcement of its trademark.

service mark or copyright, such assistance to be provided at Jango's expense but without any additional compensation to Lehner.

7. Jango's and Lehner agree that all disputes arising out of, or in connection with this Agreement or the breach thereof, shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association in New York City. The parties consent to the entry of judgment upon any arbitration award in any court having jurisdiction over the parties.

8. This Agreement shall be binding upon each party to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives. This Agreement constitutes the entire understanding between the parties. This Agreement shall be governed by the laws of the State of New York.

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JANGO'S JUICES, INC.

  
PHYLLIS LEHNER

By:   
Clifford Leary, President

# Project Confirmation Agreement

AGREEMENT as of the 1st day of August 1998 between Jango's Living Juices located at 101 Development Court, Kingston, NY 12401 (hereinafter referred to as the "Client") and Phyllis Leimer located at 401 West Broadway NY NY 10012 (hereinafter referred to as the "Designer") with respect to the creation of a certain design or designs (hereinafter referred to as the "Designs")

WHEREAS, Designer is a professional designer of good standing;  
 WHEREAS, Client wishes the Designer to create certain Designs described more fully herein; and  
 WHEREAS, Designer wishes to create such Designs;  
 NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

1. Description. The Designer agrees to create the Designs in accordance with the following specifications:  
 Project description: juice label designs and logo  
 Number of finished designs: 12 designs and logo  
 Other specifications: \_\_\_\_\_  
 The Designs shall be delivered in the form of one set of finished camera-ready mechanicals, unless specified to the contrary here: ZIP drive  
 Other services to be rendered by Designer: \_\_\_\_\_

Client purchase order number \_\_\_\_\_ Job number \_\_\_\_\_

2. Due Date. The Designer agrees to deliver sketches within 14 days after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided same to the Designer. The Designs shall be delivered 21 days after the approval of sketches by the Client.

3. Grant of Rights. Upon receipt of full payment, Designer grants to the Client the following rights in the Design:  
 For use as point of sale sticker, brochure, magnet, and truck artwork  
 For the product or publication named Jango's Juices  
 In the following territory: world

For the following time period: 9/1/98 to 8/31/2001 after which price will increase proportionately  
 Other limitations: in increase in sales over the 3 year period after which there will be

- With respect to the usage shown above, the Client shall have  exclusive  nonexclusive rights.
4. Reservation of Rights. All rights not expressly granted hereunder are reserved to the Designer, including but not limited to all rights in sketches, comps, or other preliminary materials created by the Designer.
  5. Fee. Client agrees to pay the following purchase price: \$ 210 for the usage rights granted. Client agrees to pay sales tax, if required.
  6. Additional Usage. If Client wishes to make any additional uses of the Designs, Client agrees to seek permission from the Designer and make such payments as are agreed to between the parties at that time.
  7. Expenses. Client agrees to reimburse the Designer for all expenses of production as well as related expenses including but not limited to illustration, photography, travel, models, props, messengers, and telephone. These expenses shall be marked up 0 percent by the Designer when billed to the Client. At the time of signing this Agreement, Client shall pay Designer \$ 0 as a nonrefundable advance against expenses. If the advance exceeds expenses incurred, the credit balance shall be used to reduce the fee payable or, if the fee has been fully paid, shall be reimbursed to Client.
  8. Payment. Client agrees to pay the Designer within thirty days of the date of Designer's billing, which shall be dated as of the date of delivery of the Designs. In the event that work is postponed at the request of the Client, the Designer shall have the right to bill pro rata for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of 1 percent monthly.

\* be no other payments due. Present sales are \$400,000 per year. CR

10-14 25-26-27-28

- 9. **Advances.** At the time of signing this Agreement, Client shall pay Designer 20 percent of the fee as an advance against the total fee. Upon approval of sketches Client shall pay Designer 30 percent of the fee as an advance against the total fee.
- 10. **Revisions.** The Designer shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of the Designer, an additional fee shall be charged. If the Designer objects to any revisions to be made by the Client, the Designer shall have the right to have his or her name removed from the published Designs.
- 11. **Copyright Notice.** Copyright notice in the name of the Designer  shall  shall not accompany the Designs when reproduced.

~~you understand~~  
 I HEREBY RELEASE THE PUBLISHED DESIGNS

- 11. **Copyright Notice.** Copyright notice in the name of the Designer  shall  shall not accompany the Designs when reproduced.
- 12. **Authorship Credit.** Authorship credit in the name of the Designer  shall  shall not accompany the Designs when reproduced.
- 13. **Cancellations.** In the event of cancellation by the Client, the following cancellation payment shall be paid by the Client: (A) Cancellation prior to the Designs being turned in: 10 percent of the fee; (B) Cancellation due to the Designs being unsatisfactory: 25 percent of fee; and (C) Cancellation for any other reason after the Designs are turned in: 75 percent of fee. In the event of cancellation, the Designer shall own all rights in the Designs. The billing upon cancellation shall be payable within thirty days of the Client's notification to stop work or the delivery of the Designs, whichever occurs sooner.
- 14. **Ownership and Return of Designs.** Upon Designer's receipt of full payment, the mechanicals delivered to the Client shall become the property of the Client. The ownership of original artwork, including but not limited to sketches and any other materials created in the process of making the Designs as well as illustrations or photographic materials such as transparencies and computer disks, shall remain with the Designer and, if delivered by Designer to Client with the mechanicals, shall be returned to the Designer by bonded messenger, air freight, or registered mail within thirty days of the Client's completing its use of the mechanicals. The parties agree that the value of original design, art, or photography is \$ 150 and these originals are described as follows: ZIP drive

~~15. Release. The Client agrees to indemnify and hold harmless the Designer against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Designs at the request of the Client for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release.~~

16. **Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before arbitrator in the following location, New York City and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$ 200 shall not be subject to this arbitration provision.

17. **Miscellaneous.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of New York

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Designer Phyllis Lehmer  
 Company Name  
 By [Signature]  
 Authorized Signatory, Title

Client Jungo's Juices, Inc.  
 Company Name  
 By [Signature]  
 Authorized Signatory, Title

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SPECIAL CORPORATE ACTION  
OF SHAREHOLDERS AND DIRECTORS

The undersigned, being all of the Shareholders, Officers and Directors of Jango's Juices, Inc., a New York corporation (the "Corporation"), do hereby unanimously agree, consent to, adopt and order the following corporate action:

1. The undersigned do hereby waive all formal requirements, including the necessity of holding a formal meeting, and any requirement that notice of such meeting be given.
2. The following resolutions are hereby adopted:

BE IT RESOLVED that the Corporation assign all of its right title and interest in the trademark and traddress to Jango's and Jango Juices to Saratoga Beverage Group, Inc., ("Assignment")

BE IT FURTHER RESOLVED that the officer, Clifford Lamm, President, execute any and all instruments required by the Contract, including but not limited to, an Assignment, Affidavit etc.

BE IT FURTHER RESOLVED that Clifford Lamm, the President and Secretary, respectively of the Corporation is hereby authorized and directed to take any and all action necessary to effectuate the foregoing resolutions.

The action contained herein shall be effective as of October 22, 1999.

IN WITNESS WHEREOF, the undersigned Shareholders and Directors have executed the foregoing Corporation Action for the purpose of giving their consent thereto.

Stockholders, Officers, and Directors:

  
Clifford Lamm

11/8/99  
Dated

Exhibit A

Exhibit A

**AFFIDAVIT**

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : SS

**BEFORE ME**, the undersigned authority, personally appeared CLIFFORD LAMM as President of \_\_\_\_\_, formerly known as JANGO JUICES, INC., and CLIFFORD LAMM, individually, (collectively "Affiant") who, being by me duly sworn according to law on oath, depose and say:

- i. That Affiant no longer uses the name Jango's or Jango Juices in any manner or form.
- ii. That Affiant is giving this Affidavit to Saratoga Beverage Group, Inc. with the understanding that they are relying on it in order to make payments as set forth in the Assignment of Trademark and Use between the parties.

**FURTHER AFFIANT SAYETH NAUGHT.**

\_\_\_\_\_  
Clifford Lamm

By: \_\_\_\_\_  
Clifford Lamm, President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by Clifford Lamm, individually and Clifford Lamm, President of \_\_\_\_\_, formerly known as Jango's Juices, Inc. who are personally known to me or who have produced as \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF \_\_\_\_\_  
Name of Notary ( Please Print ) \_\_\_\_\_  
Commission Number \_\_\_\_\_

[NOTARIAL SEAL]  
My Commission Expires: \_\_\_\_\_

**AGREEMENT**

This Agreement is made and entered into as of November 1, 1999, between Jango's Juices, Inc., ("Jango's"), and Philip Lehner ("Lehner"). CS PL

WHEREAS, by Project Confirmation Agreement between Jango's and Lehner, dated August 1, 1998, Jango's retained Lehner to create certain designs for Jango's; and

WHEREAS Lehner subsequently created the designs, and transferred to Jango's certain specifically-enumerated rights to use the designs for a limited period, and Lehner reserved all rights not expressly granted thereunder, including, but not limited to, all rights in sketches, comps or other preliminary materials created by Lehner, and Lehner also retained ownership of all original artwork, including but not limited to sketches and any other materials created in the process of making the designs as well as illustrations or photographic materials such as transparencies and computer disks (collectively, the "Designs"); and

WHEREAS Jango's desires to purchase, and Lehner desires to sell, all rights in, and ownership of, the Designs;

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

1. Jango's will pay Lehner the sum of \$750.00. CS PL
2. The Project Confirmation Agreement between Jango's and Lehner is hereby terminated.
3. Lehner assigns all right, title and interest in and to the copyrights in the Designs, and all extensions and renewals thereof, to Jango's, and agrees to provide all assistance requested by Jango's in the establishment, preservation and enforcement of its copyright in the Designs, such assistance to

be provided at Jango's expense but without any additional compensation to Lehmer. Lehmer agrees to waive all moral rights relating to the Designs, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

4. If any part of the Designs is deemed to be one or more works of visual art, then Lehmer hereby acknowledges the existence of, and hereby expressly waives and relinquishes any and all rights inuring to the benefit of the author of a work of visual art, as set forth in 17 U.S.C. §106A, and any rights arising under any other laws of the United States, any State or subdivision thereof, and of any other nation that conveys rights of the same, similar or comparable nature as those conveyed under 17 U.S.C. §106A, or any other type of moral rights or *droit moral*.

5. Lehmer hereby conveys to Jango's all original artwork created in the process of making the Designs, including but not limited to, sketches, illustrations, and photographic materials such as transparencies and computer disks. Lehmer shall deliver such original artwork upon receipt of a fully-executed copy of this Agreement.

6. Whether for her own behalf or for or on behalf of any person or entity other than Jango's, Lehmer shall not establish or use, by registration, usage or otherwise, any trademark, service mark or copyright in any matter or thing related to the Designs or to the scope of Lehmer's engagement by Jango's. If Lehmer should establish such a trademark or service mark, by registration, common usage or otherwise, Lehmer assigns all right, title and interest in and to the trademark, service mark or copyright, and all extensions and renewals thereof, to Jango's, and agrees to provide all assistance requested by Jango's in the establishment, assignment, preservation and enforcement of its trademark.

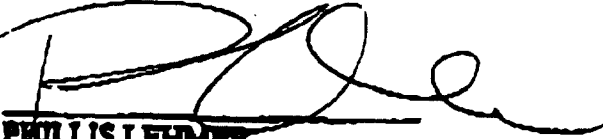
service mark or copyright, such assistance to be provided at Jango's expense but without any additional compensation to Lehner.

7. Jango's and Lehner agree that all disputes arising out of, or in connection with this Agreement or the breach thereof, shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association in New York City. The parties consent to the entry of judgment upon any arbitration award in any court having jurisdiction over the parties.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives. This Agreement constitutes the entire understanding between the parties. This Agreement shall be governed by the laws of the State of New York.

th  
CR

JANGO'S JUICES, INC.

  
PHILLIS LEHNER

By:   
Clifford Lamm, President

## AGREEMENT

This Agreement is made and entered into as of February 5, 1999, between Jango's Juices, Inc., ("Jango's"), and Phillis Lehmer ("Lehmer").

WHEREAS, by Project Confirmation Agreement between Jango's and Lehmer, dated August 1, 1998, Jango's retained Lehmer to create certain designs for Jango's; and

WHEREAS Lehmer subsequently created the designs, and transferred to Jango's certain specifically-enumerated rights to use the designs for a limited period, and Lehmer reserved all rights not expressly granted thereunder, including, but not limited to, all rights in sketches, comps or other preliminary materials created by Lehmer, and Lehmer also retained ownership of all original artwork, including but not limited to sketches and any other materials created in the process of making the designs as well as illustrations or photographic materials such as transparencies and computer disks (collectively, the "Designs"); and

WHEREAS Jango's desires to purchase, and Lehmer desires to sell, all rights in, and ownership of, the Designs;

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

1. Jango's will pay Lehmer the sum of \$2,500.00 upon effectiveness of this Agreement as provided in the annexed Rider.
2. The Project Confirmation Agreement between Jango's and Lehmer is hereby terminated.
3. Lehmer assigns all right, title and interest in and to the copyrights in the Designs, and all extensions and renewals thereof, to Jango's, and agrees to provide all assistance requested by Jango's in the establishment, preservation and enforcement of its copyright in the Designs, such assistance to

be provided at Jango's expense but without any additional compensation to Lehmer. Lehmer agrees to waive all moral rights relating to the Designs, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

4. If any part of the Designs is deemed to be one or more works of visual art, then Lehmer hereby acknowledges the existence of, and hereby expressly waives and relinquishes any and all rights inuring to the benefit of the author of a work of visual art, as set forth in 17 U.S.C. §106A, and any rights arising under any other laws of the United States, any State or subdivision thereof, and of any other nation that conveys rights of the same, similar or comparable nature as those conveyed under 17 U.S.C. §106A, or any other type of moral rights or *droit moral*.

5. Lehmer hereby conveys to Jango's all original artwork created in the process of making the Designs, including but not limited to, sketches, illustrations, and photographic materials such as transparencies and computer disks. Lehmer shall deliver such original artwork upon receipt of a fully-executed copy of this Agreement.


6. Whether for her own behalf or for or on behalf of any person or entity other than Jango's, Lehmer shall not establish or use, by registration, usage or otherwise, any trademark, service mark or copyright in any matter or thing related to the Designs or to the scope of Lehmer's engagement by Jango's. If Lehmer should establish such a trademark or service mark, by registration, common usage or otherwise, Lehmer assigns all right, title and interest in and to the trademark, service mark or copyright, and all extensions and renewals thereof, to Jango's, and agrees to provide all assistance requested by Jango's in the establishment, assignment, preservation and enforcement of its trademark.

**RIDER TO AGREEMENT dated as of February 5, 1999  
between Jango's Juices, Inc. And Phillis Lehmer**

1. The Agreement is being entered into in contemplation of the sale of Jango's Juices, Inc. and shall be effective upon the closing of such sale, at which time the \$2,500 payment provided in paragraph 1 of the Agreement shall be made to Lehmer.

2. In the event that (1) such sale is not consummated prior to June, 1999 and (2) such payment is not made to Lehmer within ten (10) days after the closing of such sale, then this Agreement shall automatically terminate and be of no further force or effect.

DATED: As of February 5, 1999

  
\_\_\_\_\_  
Phillis Lehmer

JANGO'S JUICES, INC.

By: \_\_\_\_\_  
Clifford Lamm, President



-ON

**RIDER TO AGREEMENT dated as of February 5, 1999  
between Jango's Juices, Inc. And Phillis Lehmer**

1. The Agreement is being entered into in contemplation of the sale of Jango's Juices, Inc. and shall be effective upon the closing of such sale, at which time the \$2,500 payment provided in paragraph 1 of the Agreement shall be made to Lehmer.

2. In the event that (1) such sale is not consummated prior to June, 1999 and (2) such payment is not made to Lehmer within ten (10) days after the closing of such sale, then this Agreement shall automatically terminate and be of no further force or effect.

DATED: As of February 5, 1999

JANGO'S JUICES, INC.

  
\_\_\_\_\_  
Phillis Lehmer

By: \_\_\_\_\_  
Clifford Lamm, President



101 Development Court • Kingston, NY • 12401

Tel 914 340 4311 • Fax 914 339 0780

[www.jangos.com](http://www.jangos.com)

TRADEMARK  
REEL: 002111 FRAME: 0474

# CAP COLOR



**LEMON  
GINGER  
ECHINACIA**  
100% Natural Beverage

purple



**RASPBERRY  
BANANA  
SMOOTHIE**

yellow



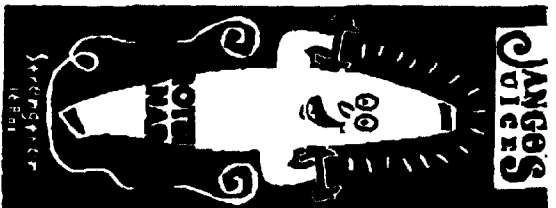
**STRAWBERRY  
HONEY  
LEMONADE**

pink



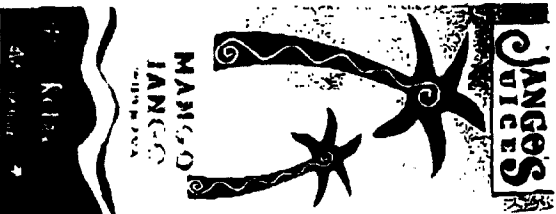
**FRESH  
HONEY  
LEMONADE**

light blue



**COLE  
SLAW**

red  
yellow



**MANGO  
LANGO**

royal blue  
dark orange



**GOTTA  
LOTTA  
C!**  
100%



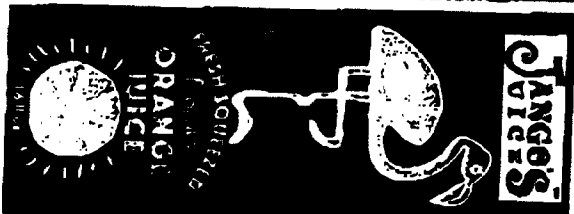
royal blue



**PINEAPPLE  
GINSENG**

Energize

light blue



**ORANGE  
JUICE**

orange



**GRAPEFRUIT  
JUICE**

yellow



**MIXED BERRY  
GUARANA**

orange  
red



**NEW! NEW!**

red

# CAP COLOR

*Cliff Lamm*

Cliff Lamm  
President  
Jango's Juice  
RP

Exhibit A

AFFIDAVIT

15,000  
who pay  
Jango's or Cliff  
Lamm

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : SS

BEFORE ME, the undersigned authority, personally appeared CLIFFORD LAMM, as President of Jango's Juices, Inc., formerly known as ~~JANGO JUICES, INC.~~, and CLIFFORD LAMM, individually, (collectively "Affiant") who, being by me duly sworn according to law on oath, depose and say:

- i. That Affiant no longer uses the name Jango's or Jango Juices in any manner or form.
- ii. That Affiant is giving this Affidavit to Saratoga Beverage Group, Inc. with the understanding that they are relying on it in order to make payments as set forth in the Assignment of Trademark and Use between the parties.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]  
Clifford Lamm

By: [Signature]  
Clifford Lamm, President

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 1999, by Clifford Lamm, individually and Clifford Lamm, President of Jango's Juices, Inc., formerly known as Jango's Juices, Inc., who are is personally known to me or who have produced as DRIVERS LICENSE, as identification.

[Signature]  
NOTARY PUBLIC - STATE OF NEW YORK  
Shanon Green  
Name of Notary ( Please Print )  
01GR6018134  
Commission Number

SHANON GREEN  
Notary Public, State of New York  
No. 01GR6018134  
Qualified in Saratoga County  
Commission Expires Jan. 4, 2001

[NOTARIAL SEAL]

My Commission Expires: