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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101591772

To the Honorable Commissioner c

ached original documents or copy thereof.

1. Name of conveying party(ies):

Fountain Industries Co.

1-8-01

- Individual(s)
- General Partnership
- Corporation
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Fountain Netherlands Holding B.V.

Internal Address: \_\_\_\_\_

Street Address: Floraplein 2, NL-2012 Haarlem  
The Netherlands

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document form assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 22, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,270,660; 2,097,683; 2,076,654; 855,190; 1,018,142;  
988,355; 1,188,842; 1,017,365; 1,189,905

Additional numbers attached?  Yes  No

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

Name: Bruce W. McKee

Internal Address: \_\_\_\_\_

Street Address: 801 Grand Avenue Suite 3200

City: Des Moines State: Iowa Zip: 50309

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Charge any additional fees to Acct.# 26-0084  
(Attach duplicate copy of this page if paying by deposit account)

01/23/2001 DBYRNE 00000142 2270660

DO NOT USE THIS SPACE

01 FC:441 Statement and signature. 40.00 OP  
02 FC:482 200.00 OP

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.

Bruce W. McKee

Name of Person Signing

Signature

January 04, 2001

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002218 FRAME: 0599

## TRADEMARKS ASSIGNMENT

This Trademark Assignment, dated as of DECEMBER 22, 2000, from Fountain Industries Co, with an address at 922 East 14<sup>th</sup> Street, Albert Lea, MN 56007 Minnesota USA (hereinafter the "FIUS" or "Assignor") in favor of Fountain Netherlands Holding B.V., a Dutch corporation with an address at Floraplein 2, NL-2012 HL Haarlem, The Netherlands (hereinafter the "FNH" or "Assignee").

**WHEREAS**, Assignor has adopted, owns and is using the trademarks/service marks identified in Appendix attached hereto (collectively the "Marks");

**WHEREAS**, pursuant to the terms of an Agreement dated as of DECEMBER 4, 2000, by and between Assignor and Assignee (the "Agreement"), Assignee has purchased from Assignor all right, title and interest in and to the Marks, all registrations thereof, applications thereof and rights associated therewith; and

**WHEREAS**, subject to the terms of the Agreement, the Marks are being assigned from Assignor to Assignee as part of the business described in the Agreement, a portion of which includes the business indicated and symbolized by the Marks.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$ 1.00) and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged :

1. Assignor does hereby assign and transfer to Assignee all of its rights, title and interest in and to the Marks, all registrations thereof, applications thereof and rights associated therewith, together with the goodwill of the business indicated and symbolized by the Marks, along with the right to recover damages and profits for infringements thereof as provided in the Agreement.
2. Assignor further covenants and agrees with Assignee, its successors and assigns, that this Assignment shall be governed and construed in accordance with the Laws of the State of Minnesota.
3. This Assignment shall be binding upon the parties, their administrators, successors, and assigns.
4. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such actions as may be necessary or appropriate to achieve the purpose of this Assignment.

(CONTINUED ON THE NEXT PAGE)



Appendix to the Trademark Assignment

**FOUNTAIN INDUSTRIES CO.**  
**TRADEMARKS & TRADE NAMES**

<u>NUMBER</u>	<u>TITLE</u>	<u>SERIAL NO.</u>	<u>EXPIRES</u>	<u>REG. DATE</u>
<b><u>UNITED STATES</u></b>				
2,270,660	FOUNTAIN COFFEE & Design	75-504,002	8-17-2009	8-17-1999
2,097,683	FOUNTAIN Class 29, 30	75-173,150	9-16-2007	9-16-1997
2,076,654	ULTRA-BREW Class 9	74-465,254	7-08-2007	7-08-1997
855,190	FOUNTAIN BRAND Int Class 30	72-275,650	8-20-2008	8-20-1968
1,018,142	BREW-PAK Class 30	73-040,347	8-12-2005	8-12-1975
988,355	FOUNTAIN Int Class 9	72-463,042	7-16-2004	7-16-1974
1,188,842	FOUNTAIN GOLD	232,103	2-02-2002	2-02-1982
1,017,365	TWIN-BREW Class 9, 30	73-040,346	8-05-2005	8-05-1975
1,189,905	MINUTE-BREW	269,112	2-16-2002	2-16-1982
<b><u>CANADA</u></b>				
168,213	FOUNTAIN BRAND		3-13-2015	3-13-1970
318,729	BREW I		9-19-2001	9-19-1986
315,961	TWIN-BREW		7-04-2001	7-04-1986