

04-11-2001



101660044

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 3-26-01

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

Change of Name

Other

Effective Date
Month Day Year
07/03/2000

Conveying Party Mark if additional names of conveying parties attached

Name C. Brewer and Company, Limited Execution Date
Month Day Year 07/03/2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Hawaii

Receiving Party Mark if additional names of receiving parties attached

Name Paradise Beverages, Inc.

DBA/AKATA

Composed of

Address (line 1) 94-1450 Moaniani Street

Address (line 2)

Address (line 3) Waipahu Hawaii 96797
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 Hawaii

04/11/2001 6TON11 00000048 1755590
01 FC:481 40.00 DP

FOR OFFICE USE ONLY

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

EXPRESS MAIL LABEL

NO. EL706134384US

TRADEMARK
REEL: 002268 FRAME: 0422

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

<input type="text" value="1755590"/>	<input type="text"/>	<input type="text"/>
<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.

Seth M. Reiss, Esq.

MAR 21 2001

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS AND OTHER INTANGIBLE PROPERTY

This Assignment of Trademarks and Other Intangible Property is made effective as of July 3, 2000 by C. Brewer and Company, Limited, a Hawaii corporation ("Brewer"), in favor of Paradise Beverages, Inc., a Hawaii corporation ("Paradise Beverages").

RECITALS

A. Capitalized terms used herein without definition shall have the meaning given them in that certain Asset Purchase Agreement effective as of July 3, 2000 among The Hawaii Coffee Company, Inc., a Hawaii corporation and a wholly-owned subsidiary of Brewer ("HCC"), as seller, and Paradise Beverages and Topa Berkeley, Ltd., a California limited partnership ("Topa Berkeley"), as buyers (the "Asset Purchase Agreement").

B. Pursuant to Section 2 of the Asset Purchase Agreement, HCC has agreed to sell and transfer, and Paradise Beverages and Topa Berkeley have agreed to purchase and accept, the Purchased Assets.

C. Among other things, the Purchased Assets include the Intangible Property.

D. Brewer is the registered owner of certain of the Trademarks included in the Intangible Property, as more particularly described on Schedule 1.39 to the Asset Purchase Agreement (collectively, the "Brewer Trademarks").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brewer hereby sells, transfers, conveys and assigns to Paradise Beverages the Brewer Trademarks and all goodwill associated therewith.

2. **Habendum.** To have and to hold the Brewer Trademarks unto Paradise Beverages and its successors and assigns forever.

3. **Brewer Representations.** Brewer hereby represents and warrants that:

(i) Brewer is the lawful owner of the Brewer Trademarks, free and clear of all Liens, except as disclosed in Schedule 1.3 to the Asset Purchase Agreement;

(ii) Brewer has not granted any other rights or licenses in or to any of the Brewer Trademarks to any Person, except as disclosed in Schedule 1.3 to the Asset Purchase Agreement); and

(iii) Brewer has received no notice, and have no knowledge, of any threatened or pending claims that any of the Brewer Trademarks is invalid or defective in any way, or infringes upon the trademark or other rights of any Person, nor is Brewer aware of any facts upon which such a claim could be based.

Brewer shall indemnify and defend Paradise Beverages for any losses and expenses (including reasonable attorneys' fees) arising from any breach of the foregoing representations.

4. **Further Assurances.** Brewer hereby covenants to, at any time and from time to time upon written request, execute and deliver to Paradise Beverages any new or confirmatory instruments and do and perform any other acts that Paradise Beverage may reasonably request in order to fully assign and transfer to and vest in Paradise Beverages and protect Paradise Beverages' right, title and interest in, and enjoyment of the Brewer Trademarks.

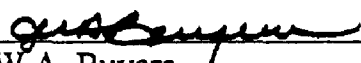
All references to "Brewer " and "Paradise Beverages" herein shall include their respective nominees, successors and/or assigns.

IN WITNESS WHEREOF, Brewer has executed this Assignment of Trademarks and Other Intangible Property as of the date first above written.

BREWER:

C. BREWER AND COMPANY, LIMITED,
a Hawaii corporation

By:

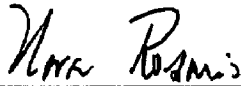


J.W.A. Buyers,
Chairman and Chief Executive Officer

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

On June 20, 2000, before me, the undersigned, a notary public in and for said state, personally appeared J.W.A. Buyers, 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 person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 *L.S.*

Nora Rosario
Notary Public, State of Hawaii

My commission expires: 12-13-2002

Trademarks

Trademark	Reg. Owner	App. #	Reg. #	Intl. Classes	Goods & Services
Kona Goodness In Every Cup	C. Brewer & Co.	74/249,943	1,755,590	30	Coffee
Mauna Kea	Hawaii Coffee Company, Inc.	73/330,029	1,265,186	30	Coffee
Mauna Kea & Design	Hawaii Coffee Company, Inc.	73/474,365	1,323,543	30	Coffee
Miscellaneous Design	Hawaii Coffee Company, Inc.	74/063,090	1,780,458	30	Coffee
Royal Kauai	Hawaii Coffee Company, Inc.	75/110,708	2,071,623	30	Coffee
Royal Kona	Hawaii Coffee Company, Inc.	72/412672	962,153	30, 31	Coffee, Nuts, Candies and Baked Goods, such as cookies and cakes
Royal Kona Coffee For Royalty & Design	Hawaii Coffee Company, Inc.	75/615,026		30	Coffee
Royal Konaccino	Hawaii Coffee Company, Inc.	75/342998		30	Iced Cappuccino
Royal Maui	Hawaii Coffee Company, Inc.	75/110,349	2,071,620	30	Coffee
Royal Kona in Japan	C. Brewer & Co.	47241/1990	4133302	29	Coffee (Effective April 10, 1998)
Royal Kona & Design in Japan	C. Brewer & Co.	47243/1990	4133303	29	Coffee (Effective April 10, 1998)
Royal Kava Coffee	Hawaii Coffee Company, Inc.	Pending			