

04-11-2001



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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
- Change of Name
- Other

Effective Date  
Month Day Year  
05/26/2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
05/26/2000

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
- 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

04/11/2001 GTON11 00000049 76074870

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 350.00 OP

390E

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

EXPRESS MAIL LABEL

NO. EL706134384US

TRADEMARK  
REEL: 002268 FRAME: 0447

**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)**

|                                       |                      |                      |                                      |                                      |                                      |
|---------------------------------------|----------------------|----------------------|--------------------------------------|--------------------------------------|--------------------------------------|
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| <input type="text"/>                  | <input type="text"/> | <input type="text"/> | <input type="text" value="1699283"/> | <input type="text" value="1703559"/> | <input type="text" value="1718477"/> |
| <input type="text"/>                  | <input type="text"/> | <input type="text"/> | <input type="text" value="1751324"/> | <input type="text" value="1751455"/> | <input type="text" value="1754102"/> |

**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

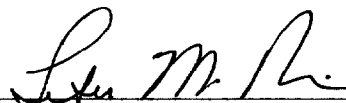
No

**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.

Name of Person Signing



Signature

MAR 22 2001

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**Conveying Party**

Enter Additional 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**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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Zip Code

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Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

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| 2079621              | 2285591              | <input type="text"/> |
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## ASSIGNMENT OF TRADEMARKS

**This Assignment of Trademarks** ("Assignment") is made effective as of May 26, 2000 by The Woolson Spice Company, Inc., a Hawaii corporation ("Woolson"), 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 of even date herewith among Woolson, 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, Woolson 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 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, Woolson hereby sells, transfers, conveys and assigns to Paradise Beverages the Trademarks and all goodwill associated therewith.

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

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

(i) Woolson is the lawful owner of the Trademarks, free and clear of all Liens, except as disclosed in Schedules 1.3 and 1.23 to the Asset Purchase Agreement;

(ii) Woolson has not granted any other rights or licenses in or to any of the Trademarks to any Person, except as disclosed in Schedules 1.3 or 1.23 to the Asset Purchase Agreement); and

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

Woolson shall indemnify and defend Paradise Beverages for any losses and expenses (including reasonable attorneys' fees) arising from any breach of the foregoing representations in compliance with and pursuant to the provisions of the Asset Purchase Agreement.

4. **Further Assurances.** Woolson 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 Beverages 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 Trademarks.

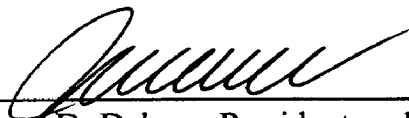
All references to "Woolson" and "Paradise Beverages" herein shall include their respective nominees, successors and/or assigns.

**IN WITNESS WHEREOF**, Woolson has executed this Assignment of Trademarks as of the date first above written.

WOOLSON :

THE WOOLSON SPICE COMPANY, INC.,  
a Hawaii corporation

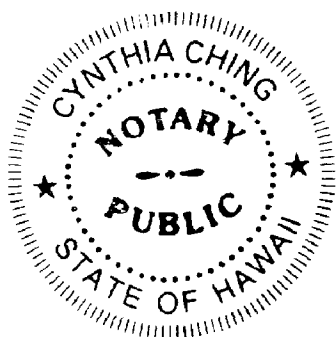
By:

  
\_\_\_\_\_  
James D. Delano, President and Secretary

STATE OF HAWAII )  
 ) ss.  
COUNTY OF HONOLULU )

On May 25, 2000, before me, the undersigned, a notary public in and for said state, personally appeared James Delano, 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.



*Cynthia Ching*  
*(Cynthia Ching)*  
*Notary Public*  
*State of Hawaii*

*My Commission Expires:*  
*11/14/03*

WOOLSON SPICE CO., bda LION COFFEE  
FILES/REGISTERED/PENDING TRADEMARKS AND COPYRIGHTS

November 16, 1999

| Item   | Type | Status | Date ®  | Renewal Date | Date Filed | Registration No./Next Due Date                                |
|--|------|--------|---------|--------------|------------|---|
| LION and Classic Design (encircled lion face) (for coffee only)                | TM   | ®      | 5/28/85 | 5/28/05      | 1/6/81     | Reg. #1,228,232; §§8/15 filed 5/21/91                         |
| KONA SUNSET ROAST  | TM   | ®      | 6/30/92 | 6/30/02      | 6/12/91    | Reg. #1,697,858; No §8 filed; later refilled as 1158-102      |
| KONA GOLD  | TM   | ®      | 7/17/92 | 7/17/02      | 6/12/91    | Reg. #1,699,283 sec 8&15 filed 9/22/97                        |
| KONA 24-KARAT  | TM   | ®      | 7/28/92 | 7/28/02      | 6/12/91    | Reg. #1,703,559 sec 8&15 filed 12/16/97                       |
| LION (word only) (coffee)  | TM   | ®      | 9/6/83  | 9/6/03       | 1/6/81     | Reg. #1,250,590; §§8/15 filed 7/14/89                         |
| LION COFFEE and Design (LION Sailor) (coffee)                                  | TM   | ®      | 6/23/87 | 6/23/07      | 1/6/81     | Reg. #1,44,312; §§8/15 filed 10/22/92                         |
| LION Composite Design (bag clip, valve)  | TM   | ®      | 9/22/92 | 9/22/02      | 7/24/91    | Reg. #1,718,477 sec 8&15 filed 10/30/97                       |
| CUP O'CHEER (coffee) (common law rights only)                                  | TM   | TM     | N/A     | N/A          | on hold    | Monitoring Kroger abandonment since 10/31/91                  |
| THE CUP THAT CHEERS (mugs, clothing & coffee) (common law)                     | TM   | TM     | N/A     | N/A          | on hold    | Monitoring Kroger abandonment since 10/31/91                  |
| IT MAKES SENSE (clothing & coffee)   | TM   | ®      | 1/5/93  | 1/5/03       | 5/21/92    | Reg. #1,744,631   |
| FIRST, BEST (coffee)   | TM   | ?      | 8/31/93 | 8/31/03      | 5/21/92    | Reg. #1,790,560 sec 8&15 due 8/31/99; Sec. 8 not filed        |
| TROPIC ISLE CAFE   | TM   | ®      | 2/9/93  | 2/9/03       | 6/4/92     | Reg. #1,751,455 sec 8&15 filed 2/5/99                         |
| INDONESIAN FESTIVAL  | TM   | ®      | 2/23/93 | 2/23/03      | 6/4/92     | Reg. #1,754,102 sec 8 filed 2/5/99                            |
| KONA EUROPEAN  | TM   | ®      | 9/3/93  | 8/3/03       | 5/21/92    | Reg. #1,785,721 sec 8 filed 6/3/99                            |
| Japanese TM Registration - General (See 1158-44 thru 48)                       | GEN  | N/A    | N/A     | N/A          | N/A        | Assignment of 5 Japanese Registrations (See 1158-44, 1158-48) |
| LION COFFEE (clothing, mugs)   | TM   | ®      | 2/9/93  | 2/9/03       | 5/1/92     | Reg. #1,751,324 sec 8&15 filed 2/5/99                         |
| Deaf Design (modernistic sunburst)   | VA   | ©      | 9/14/92 | N/A          | 9/14/92    | VA 524 772  |
| PLAKAT Logo (modern Lion Design)   | VA   | ©      | 9/14/92 | N/A          | 9/14/92    | VA 524 771  |
| DIAMOND HEAD ESPRESSO (D.H. profile)   | TM   | ®      | 12/7/93 | 12/7/03      | 3/8/93     | Reg. #1,809,432 sec 8&15 due 12/7/99                          |
| Diamond Head Espresso T-Shirt Design (w/airplane)                              | VA   | ©      | 4/15/93 | N/A          | 4/15/93    | VA 559 325  |
| Vanilla Macadamia T-Shirt Design (flower w/airplane)                           | VA   | ©      | 4/15/93 | N/A          | 4/15/93    | VA 559 326  |
| LION DEVICE (classic lion design); Japan Class 17 (clothing)                   | TM   | ®      | 1/23/89 | 1/23/09      | 4/30/86    | Reg. #2,110,165; renewed 10/14/98                             |
| LION COFFEE & Design; Japan Class 29 (coffee, tea, cocoa, juices, soft drinks) | TM   | ®      | 9/29/89 | 9/29/99      | 4/30/86    | Reg. #2,169,653; Renewed 4/16/99                              |
| LION COFFEE & Device; Japan Class 32 (veg. & processed foods)                  | TM   | ®      | 4/28/89 | 4/28/99      | 4/30/86    | Reg. #2,132,595; renewed 4/16/99                              |
| LION COFFEE (word); Japan Class 17 (clothing)                                  | TM   | ®      | 9/29/89 | 9/29/99      | 4/30/86    | Reg. #2,168,118; renewed 4/16/99                              |
| LION COFFEE HAWAIIAN ISLANDS & Device (word); Japan Class 32 (coffee beans)    | TM   | ®      | 5/30/89 | 5/30/99      | 4/30/86    | Reg. #2,140,828; renewed 4/16/99                              |

® = Registered trademark at PTO; TM = common law trademark; © = copyright; VA - visual arts

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