

04-27-2001

Form PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



4-19-01

101689659

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy of copy...

1. Name of conveying party(ies): 4.19.01
Tully's Coffee Corporatoin

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State WA
 Other _____

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

2. Name and address of receiving party(ies):

Name: UCC Ueshima Coffee Company, Ltd.
 Internal Address: _____
 Street Address: 7-7 Minatojima Nakamachi, 7-Chome
 City: Kobe Country: Japan
 Country Code: 650-8577

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other A Company Organized under the Laws of Japan

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Extract of Exclusive License Agreement

Execution Date: April 11, 2001

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

A. Trademark Application No.(s)
74/731,366
74/732,538
75/211,522
75/211,363
75/097,761

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
2,354,315
2,179,028
2,089,778

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

Name: Kurt Becker
 Internal Address: Perkins Coie LLP
One Bellevue Center, Suite 1800
 Street Address: 411 - 108th Avenue N.E.
 City: Bellevue State: WA ZIP: 98004-5584

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kurt Becker 4/18/2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 7

DO NOT DETACH THIS PORTION

04/27/2001 AAHMED1 00000003 74731366 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

01 FC:481 40.00 OP
 02 FC:482 175.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXTRACT OF

TULLY'S COFFEE EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 11th day of April, 2001, is entered into between TULLY'S COFFEE CORPORATION, a Washington corporation, doing business at 3100 Airport Way South, Seattle, Washington 98134 U.S.A. ("Licensor"), and UCC UESHIMA COFFEE COMPANY, Ltd., a company organized under the laws of Japan ("Licensee").

RECITALS

A. Licensor is in the business of developing and operating specialty stores featuring coffee drinks and other beverages and a light food menu for on and off premises consumption and which offer retail sales of whole beans and ground coffee, tea, herbal teas, and related goods and services (referred to herein as a "Tully's Store" or as "Tully's Stores").

B. Tully's Stores are operated with uniform design, formats, signs, equipment, layout, systems, and procedures utilizing the know-how, confidential business information and proprietary trade dress and designs of Licensor.

C. Licensor owns rights in, and uses, promotes and licenses, certain business names and trademarks for services relating to such stores and trademarks for goods and services sold through such stores including without limitation the business names shown in Schedule A (the "Business Names"), the trademarks for services and trademarks for goods shown in Schedule B (the "Trademarks").

D. Licensee currently engages in the wholesale and retail sale of coffee and related products. Subject to the terms and conditions of this Agreement, Licensee is interested in acquiring the sole, perpetual exclusive license to use Licensor's know how, trade secrets, proprietary trade dress and designs, tradenames and trademarks (registered and unregistered) Business Names, and Trademarks in association with the operation of Tully's Stores in the territories identified in Schedule C (referred to herein as the "Territories").

NOW, THEREFORE, in consideration of the covenants and obligations of this agreement and for other good and valuable consideration, the parties hereto have agreed with each other as follows:

1. **Grant.** Subject to the terms and conditions of this Agreement and effective immediately upon payment of the License Fee (this sum being the net amount after applicable tax withholdings in Japan and subject to refunding to Licensee of the amount upon which Licensor successfully receives a tax credit), Licensor hereby grants to Licensee, under all its current or future intellectual property rights, the sole,

exclusive and perpetual license to operate Tully's Stores in the Territories and to use all such designs, formats, signs, equipment, layout, systems, procedures, copyrights, know how, trade secrets, proprietary trade dress and designs, tradenames and trademarks (registered and unregistered), the Business Names, and the Trademarks for Tully's Stores in the Territories, including the U.S. rights in the same to the extent such rights relate to use of the same in the Territories, and, for the purpose of the security interest granted Section 19 below, the goodwill associated with any of the foregoing (collectively, the "Asia Rights") only in association with the Licensee or authorized sublicensee's operation of Tully's Stores and as otherwise provided in this Section 1. The Asia Rights include the rights to utilize in the Territories the now owned or hereafter acquired registered and unregistered intangible proprietary rights used by Licensor in its operations of Tully's Stores whether registered or unregistered. The rights conferred by this Agreement include the current or future right to sell packages of roasted coffee, roasted coffee beans, tea, herbal tea and related goods under the Business Names and with the Trademarks in third party retail locations other than Tully's Stores in the Territories, provided such off site sales are (a) conducted in a manner that is consistent with the Tully's brand concept and image of high quality, premium, gourmet specialty coffee, (b) otherwise complies with the terms of this Agreement, and (c) that all such sales are subject to the royalty and service fees provided for in this Agreement.

Licensee may sublicense (without any permission from Licensor) the right conferred by this Agreement to any entity in which Licensee holds--directly or indirectly--at least fifty percent of the actual or beneficial voting control of such subsidiary. Otherwise, upon the prior written consent of Licensor (which consent shall not unreasonably be withheld), Licensee may sublicense all or part of the rights conferred upon Licensee by this Agreement. Licensor's consent shall be subject to, among other things, the execution and delivery of such documents and agreements as Licensor shall find reasonably necessary to protect Licensor's interests with respect to such proposed sublicense.

**SCHEDULE A
TO
TULLY'S COFFEE LICENSE AGREEMENT**

LIST OF BUSINESS NAMES

**Tully's
Tully's Coffee
Tully's Roaster of Fine Coffee
Swirle
Tullini
Tullini Sandwiches**

**And the equivalents of any of the above in any foreign languages
And any derivatives of foregoing.**

**SCHEDULE B
TO
TULLY'S COFFEE LICENSE AGREEMENT**

LIST OF TRADEMARKS FOR SERVICES AND GOODS

See attached Seed Intellectual Property Group Status Report re All Pending/Registered Applications Dated February 14, 2001.

SCHEDULE OF TRADEMARKS

Marks Used

TULLY'S
TULLY'S COFFEE

UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FANCIFUL COFFEE CUP DESIGN	2,354,315	June 6, 2000
SWIRKLE	2,179,028	August 4, 1998
TULLINI	2,089,778	August 19, 1997

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
TULLY'S	74/731,366	September 20, 1995
TULLY'S	74/732,538	September 20, 1995
"TULLY'S" and Design	75/211,522	December 11, 1996
"TULLY'S ROASTERS OF FINE COFFEE" and Design	75/211,363	December 11, 1996
"TULLY'S ROASTERS OF FINE COFFEE" and Design	75/097,761	May 2, 1996

**SCHEDULE C
TO
TULLY'S COFFEE LICENSE AGREEMENT**

DESCRIPTION OF TERRITORIES COVERED BY THE LICENSE AGREEMENT

American Samoa
Australia
Cook Islands
Guam
New Zealand
Palau
Solomon Islands
Saipan
China
Hong Kong
Indonesia
Laos
Macao
Malaysia
Mongolia
Nepal
North Korea
South Korea
Phillipines
Russia
Singapore
Sri Lanka
Taiwan
Thailand
Vietnam