

5-8-01

05-17-2001

FORM PTO 1594
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



OMB No. 0651-0011 (exp. 4/94)

101720134

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof

1. Name of conveying party(ies): Caribou Coffee Company, Inc

- Individual(s)
 - General Partnership
 - Corporation - Minnesota
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

- Association
- Limited Partnership

2. Name and address of receiving party(ies)

Name: Arabica Funding, Inc

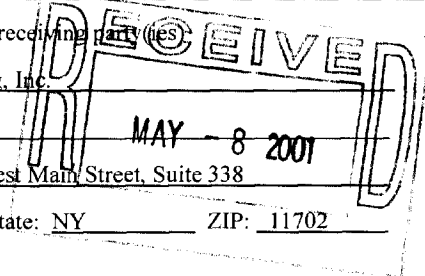
Internal Address: _____

Street Address: 400 West Main Street, Suite 338

City: Babylon, State: NY ZIP: 11702

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

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
- Security Agreement
- Other: Release of Security Interest
- Merger
- Change of Name

Execution Date: April 20, 2001

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

A. Trademark Application No.(s)
See Schedule 1 attached

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Travis L. Bachman

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-1420

(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.

Travis L. Bachman
Name of person Signing

Signature

5/7/01
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to TRADEMARK

REEL: 002296 FRAME: 0850

Schedule 1

Trademark	Serial No.	Date Filed
CARIBOU COFFEE	76/241,270	4/16/01
CARIBOU COFFEE	76/241,267	4/16/01
CARIBOU COFFEE	76/241,266	4/16/01
CARIBOU COFFEE	76/241,264	4/16/01
CARIBOU COFFEE (and Leaping Caribou Design)	76/243,004	4/17/01
CARIBOU COFFEE (and Leaping Caribou Design)	76/243,003	4/17/01
CARIBOU COFFEE (and Leaping Caribou Design)	76/242,587	4/18/01
CARIBOU COFFEE (and Leaping Caribou Design)	76/243,006	4/17/01
Hoof Design	76/241,265	4/16/01
Leaping Caribou Design	76/241,269	4/16/01
Leaping Caribou Design	76/241,268	4/16/01
Leaping Caribou Design	76/241,271	4/16/01
Leaping Caribou Design	76/241,272	4/16/01
REINDEER NIBBLERS	76/243,005	4/17/01

ASSIGNMENT

WHEREAS, Caribou Coffee Company, Inc., ("Assignor"), a corporation of the State of Minnesota, with its principal place of business at 615 N. Third Street, Minneapolis, MN 55401, has used, is using, and is the owner of the marks identified in Schedule 1 together with the goodwill associated with such marks (the "Marks");


WHEREAS, Arabica Funding, Inc. ("Assignee"), a corporation of the State of Delaware, with its principal place of business at 400 West Main Street, Suite 338, Babylon, NY 11702, is desirous of acquiring the Marks;

NOW, THEREFORE, in consideration of \$10.00 and other valuable remuneration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title, and interest in and to the Marks in the United States, together with the goodwill associated with the Marks. Such assignments include all claims for profits and damages and other legal or equitable relief available to Assignor by reason of past and/or current infringement or dilution, deceptive trade practices, or unfair competition involving the Marks.

This assignment shall be effective as of April 20, 2001, shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

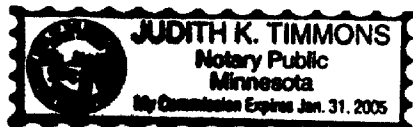
CARIBOU COFFEE COMPANY, INC.
Assignor

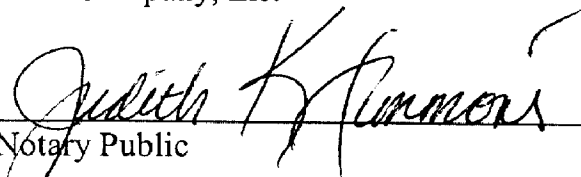
Date: 4-20-01

By: 
Michael Peterson, Controller

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, a notary public in and for the county and state aforesaid, do hereby certify that Michael Peterson, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is Controller of Caribou Coffee Company, Inc., that he signed, sealed and delivered said instrument as his free and voluntary act and deed for the uses and purpose therein set forth, and that he had full authority in this regard to act on behalf of Caribou Coffee Company, Inc.




Notary Public