



07-10-2001

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-158
(Rev. 03/01)
OMB No. 0651-0047 (03/1/2002)



101772364

Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):
EINSTEIN/NOAH BAGEL CORP.

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

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

2. Name and address of receiving party(ies)
Name: Einstein Acquisition Corp.
Internal Address: _____
Address: _____
Street Address: 246 Industrial Way West
City: Eatontown State: NJ Zip: 07724

Individual(s) citizenship _____
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 19, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See annexed Schedule A

B. Trademark Registration No.(s)
See annexed Schedule B

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John A. DeMaro, Esq.
Internal Address: _____
Ruskin, Moscou, Evans & Faltischek, P.C.

Street Address: 170 Old Country Road

City: Mineola State: NY Zip: 11501

6. Total number of applications and registrations involved: **60**

7. Total fee (37 CFR 3.41).....\$ 1,515
 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.

John A. DeMaro [Signature] June 26, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **18**

6.25.01

07/05/2001 LABELLER 00000208 76185942
40.00 EP
1475.00 OP

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

TRADEMARK
REEL: 002321 FRAME: 0115



SCHEDULE A

MARK	APPL./SERIAL NO.
BOHEMIAN BLEND	76/186992
EXPERIENCE MAKERS	76/057609
HATE TO WAIT?	76/180171
HATE TO WAIT?	76/180170
HATE TO WAIT?	76/180172
BAGEL SCHLEPPER	76/033107
COME BACK FOR LUNCH	75/864449
COOL CAT	74/720016
E.A.T. NEWS (ECLECTIC AND TASTY)	76/025599
EINSTEIN BROS.	75/051994
EINSTEINBROS@WORK	76/245748
EINSTEINBROSATWORK	76/245746
FEED YOUR CURIOSITY	76/042113
SPONTANEITEA	76/021838

161948



SCHEDULE B

MARK	REGISTRATION NO.
FANCY SCHMANCY CATERING	2287872
A ROUND LUNCH IN A SQUARE BOX	2081647
BAGEL & BAGEL	2356417
BAGEL & BAGEL	2181665
BAGEL & BAGEL BAKERY & NOSHERY	1992716
BUBBLER	2004237
CHICAGO BAGEL DOG	2282292
Design Only [CURVED TRAPEZOID]	2183221
Design Only [CURVED TRAPEZOID]	2129724
Design Only [DOUBLE CIRCLE LOGO]	2209525
Design Only [DOUBLE CIRCLE LOGO]	2253994
Design Only [DOUBLE CIRCLE LOGO]	2239308
EINSTEIN BROS. BAGELS (and Design)	2094203
EINSTEIN BROS BAGELS (and Design)	2194140
EINSTEIN BROS.	2092522
EINSTEIN BROS.	2272532
EINSTEIN BROS.	2078607
EINSTEIN BROS.	2146983
EINSTEIN BROS.	2060493
EINSTEIN BROS BAGELS (and Design)	2211548
EINSTEIN'S	2068365
EINSTEIN'S	2051938
EINSTEIN'S	2217510
ELMO EINSTEIN'S	2279701
FOOD FOR A MIND BAGELING WORLD	2263173
LITTLE MONSTERS	2013551
LUCKY GREEN BAGELS	2262673
MELVYN EINSTEIN	2304480
NOSH BOX	2381746
NOSHOS	2053956
POPPIES	2009942



MARK	REGISTRATION NO.
POWERBAGELS	1987020
Design Only [SHINING BAGEL DESIGN]	2017312
Design Only [SHINING BAGEL LOGO]	2085297
Design Only [SHINING BAGEL LOGO]	2078420
Design Only [SHINING BAGEL LOGO]	2078419
SO EAT ALREADY	2296886
THE VEG-OUT	2011730
Design Only [TWO GUYS LOGO]	2211551
Design Only [TWO GUYS LOGO]	2211549
Design Only [TWO GUYS LOGO]	2211552
VEGGIE CONFETTI	2020503
BAGEL AND BAGEL (with design)	1918543
BAGEL AND BAGEL BAKERY & NOSHERY (with design)	1918542
BAGEL AND BAGEL (with design)	1918541
BEST BAGEL ON EARTH	1909610

161942

INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT

INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT dated as of June 19, 2001, by and among EINSTEIN/NOAH BAGEL CORP., a Delaware corporation, and EINSTEIN/NOAH BAGEL PARTNERS, L.P., a Delaware limited partnership (collectively, the "**Sellers**"), and EINSTEIN ACQUISITION CORP., a Delaware corporation (the "**Buyer**").

WITNESSETH:

WHEREAS, the Sellers and the Buyer are parties to an Asset Purchase Agreement, dated as of June 1, 2001 (as amended from time to time in accordance with its terms, the "**Asset Purchase Agreement**"), providing for, among other things, the sale, assignment, transfer and delivery to the Buyer of the Purchased Assets and the assumption by the Buyer of the Assumed Total Liabilities, in each case, as more fully described in the Asset Purchase Agreement and upon the terms and conditions set forth therein.

WHEREAS, concurrently herewith, the Sellers have executed a Bill of Sale (the "**Bill of Sale**"), dated as of the date hereof, pursuant to which the Sellers have vested in the Buyer all of their respective right, title and interest in and to the Purchased Assets described therein.

WHEREAS, the parties now desire to carry out the intent and purpose of the Asset Purchase Agreement by the Sellers' execution and delivery to the Buyer of this instrument evidencing the Sellers' transfer and assignment to Buyer exclusively throughout the world of all of Sellers' respective right, title, interest and licenses, choate or inchoate, in and to all trademarks, trade names, service marks, copyrights, patents, trade secrets, inventions, software and works of authorship (collectively, the "Intellectual Property"), it being agreed that the Intellectual Property hereby transferred and assigned to Buyer includes without limitation:

- (a) The trademarks listed on the attached Schedule A, and all other trademarks owned by Sellers respectively, together with all appurtenant goodwill, applications, inventory, advertising and promotional materials, labels and signage, wherever located;
- (b) The patents listed on the attached Schedule B and any and all other patents or inventions owned by Sellers respectively, and all precursors and works in progress with respect thereto, mask works, technology, information, know how, materials and tools relating thereto, or relating to the development, maintenance or support thereof;
- (c) The trade secrets listed on the attached Schedule C and any and all other formulae, recipes, data compilations, customer lists and information databases, irrespective of the form, mode or character thereof, and without regard to the medium in which located or stored;

- (d) All computer software, source code, object code and machine language used to operate, drive, launch, power, maintain or support any facility or system owned by Sellers, or any Web site, Internet site or Internet-based program or project;
- (e) All books, manuals, instructions, brochures, catalogues, promotional materials, advertising copy and written material of any kind, irrespective of the form, mode or character thereof, and without regard to the medium in which located or stored, and irrespective of whether any copyright application has been filed therefor or is held therein;
- (f) The Domain Names listed on the attached Schedule D and any and all other Uniform Resource Locators (U.R.L.'s) and Domain Names registered by or to Sellers or used to identify any Web site, Internet site or Internet-based program or project;
- (g) All intellectual property rights, applications, industrial property rights of any sort, and all business, contract rights, causes of action and goodwill in, incorporated or embodied in, used to develop or related to any of the foregoing.

WHEREAS, capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the execution of the Bill of Sale, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Buyer agrees as follows:

1. Transfer and Assignment. Sellers hereby sell, transfer and assign to Buyer all of Sellers' respective right, title, license and interest in and to the Intellectual Property, as defined above in this Intellectual Property Transfer and Assignment.

2. Further Assurances; Moral Rights; Competition; Marketing.

- (a) Sellers agree to assist Buyer in every legal way in Buyer's efforts to evidence, record, perfect and if and whenever necessary reinstate rights in the Intellectual Property, erase and extinguish records of liens and encumbrances, and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the rights acquired by Buyer hereunder, domestically and in foreign countries. Notwithstanding anything contained herein, Buyer and Sellers agree that Buyer shall be responsible for and pay any and all costs, fees and expenses relating to all actions with respect to the Intellectual Property after the Closing, including, but not limited to, filings and recordations, enforcement, maintenance and defense of the Intellectual Property. If the Buyer is unable in

good faith to secure the Sellers' signature to any document it is entitled to under this Section 2(a), Sellers hereby irrevocably designate and appoint the Buyer and its duly authorized officers and agents, as Sellers' agents and attorneys-in-fact with full power of substitution to act for and on behalf and instead of Sellers, to execute and file any such document or documents, and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Sellers, domestically and abroad.

- (b) To the maximum extent permitted by law, the transfer and assignment set forth in Section 1 above includes, without limitation, all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent Sellers retain any such Moral Rights under applicable law, Sellers hereby ratify and consent to, and shall provide all necessary ratifications and consents to, any actions taken with respect to such Moral Rights by or authorized by Buyer, and Sellers agree not to assert any Moral Rights with respect thereto. Sellers will confirm any such ratifications, consents and agreements from time to time as requested by Buyer.
- (c) Sellers and Buyer agree and acknowledge that solely to record the transfer of ownership hereby effected, documents may be prepared and executed by Buyer or Sellers regarding the transfer of one or more individual trademarks, patents or works, foreign or domestic, making up the Intellectual Property (each such document, an "Individual Transfer Record"). The absence of such additional documentation for any individual trademark, patent or work does not and will not impair the sale, transfer and assignment of same from Sellers to Buyer under this Intellectual Property Transfer and Assignment, which sale, transfer and assignment is hereby acknowledged and completed. Paragraph 1 of this instrument shall be deemed effective as to trademarks named and identified in an Individual Transfer Record, if and only if such Individual Transfer Record is invalid or ineffective.
- (d) Sellers represent and warrant to the Buyer that the Sellers: (i) are the sole owners of all rights, title and interest in the Intellectual Property; (ii) have not assigned, transferred, licensed, pledged or otherwise encumbered the Intellectual Property, nor have Sellers agreed to do so; (iii) transfer the Intellectual Property free and clear of all liens, claims and encumbrances of any kind; (iv) have full right, power and authority to enter into this Agreement and to

perform their obligations as provided for hereunder; (v) are not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) concerning the Intellectual Property; and (vi) are not aware of any questions or challenges with respect to the registrability, patentability or validity of any claims of any existing patents, trademarks, trademark applications, copyright applications or patent applications relating to the Intellectual Property.

3. Transfer of Other Rights. Sellers also transfer to Buyer all intellectual property rights and accommodations that Sellers own, hold or enjoy, which rights and accommodations arise from or exist by reason of Sellers' ownership and control of the issued and outstanding capital stock of Einstein/Noah Bagel Partners, Inc., that California corporation named in and party to the Asset Purchase Agreement. Notwithstanding anything contained herein, Sellers shall have no obligations, and make no representations or warranties, with respect to the rights transferred by this Section 3 other than the obligation to transfer such rights to Buyer.

4. Modification. Nothing contained herein shall release the Sellers or the Buyer from any of their respective duties or obligations under the Asset Purchase Agreement or in any way diminish, limit or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the Asset Purchase Agreement.

5. Governing Law. This Intellectual Property Transfer and Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to choice of law doctrines.

6. Successors and Assigns. This instrument shall inure to the benefit of, and be binding upon, the Sellers and the Buyer, their respective successors, assigns and legal representatives, for the uses and purposes set forth and referred to herein.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

8. Amendments. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the Buyer and the Sellers have executed and delivered this Intellectual Property Transfer and Assignment as of the date first above written.

EINSTEIN/NOAH BAGEL CORP.

By: Paul A. Strasen
Name: Paul A. Strasen
Title: Senior Vice President

EINSTEIN/NOAH BAGEL PARTNERS, L.P.

By: Paul A. Strasen
Name: Paul A. Strasen
Title: Vice President

EINSTEIN ACQUISITION CORP.

By: Ramon Kambur
Name: Ramon Kambur
Title: President

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SCHEDULE A

	COUNTRY	MARK	REGISTRATION NO.*	APPL/SERIAL NO.*
1.	U.S.	BOHEMIAN BLEND		76/186992
2.	U.S.	EXPERIENCE MAKERS		76/057609
3.	U.S.	FANCY SCHMANCY CATERING	2287872	75/553926
4.	U.S.	HATE TO WAIT?		76/180171
5.	U.S.	HATE TO WAIT?		76/180170
6.	U.S.	HATE TO WAIT?		76/180172
7.	U.S.	A ROUND LUNCH IN A SQUARE BOX	2081647	75/161137
8.	U.S.	BAGEL & BAGEL	2356417	74/545735
9.	U.S.	BAGEL & BAGEL	2181665	74/547132
10.	U.S.	BAGEL & BAGEL BAKERY & NOSHERY	1992716	74/644689
11.	U.S.	BAGEL SCHLEPPER		76/033107
12.	U.S.	BUBBLER	2004237	74/720017
13.	U.S.	CHICAGO BAGEL DOG	2282292 Supplemental Register	75/501370
14.	U.S.	COME BACK FOR LUNCH		75/864449
15.	U.S.	COOL CAT		74/720016
16.	U.S.	Design Only [CURVED TRAPEZOID]	2183221	74/732662
17.	U.S.	Design Only [CURVED TRAPEZOID]	2129724	74/732661
18.	U.S.	Design Only [DOUBLE CIRCLE LOGO]	2209525	75/177939
19.	U.S.	Design Only [DOUBLE CIRCLE LOGO]	2253994	75/177937
20.	U.S.	Design Only [DOUBLE CIRCLE LOGO]	2239308	75/177941
21.	U.S.	E.A.T. NEWS (ECLECTIC AND TASTY)		76/025599
22.	U.S.	EINSTEIN BROS. BAGELS (and Design)	2094203	75/026043
23.		INTENTIONALLY OMITTED		
24.	U.S.	EINSTEIN BROS BAGELS (and Design)	2194140	75/177945
25.	U.S.	EINSTEIN BROS.	2092522	74/732658
26.	U.S.	EINSTEIN BROS.		75/051994
27.	U.S.	EINSTEIN BROS.	2272532	75/051996
28.	U.S.	EINSTEIN BROS.	2078607	75/032035

* Registration and/or Serial Numbers shown where applicable.

	COUNTRY	MARK	REGISTRATION NO.	APPL/SERIAL NO.
29.	U.S.	EINSTEIN BROS.	2146983	74/732659
30.	U.S.	EINSTEIN BROS.	2060493	74/732660
31.	U.S.	EINSTEIN BROS BAGELS (and Design)	2211548	75/177938
32.	U.S.	EINSTEIN'S	2068365	74/675985
33.	U.S.	EINSTEIN'S	2051938	74/701213
34.	U.S.	EINSTEIN'S	2217510	74/675983
35.	U.S.	EINSTEINBROS@WORK		76/245748
36.	U.S.	EINSTEINBROSATWORK		76/245746
37.	U.S.	ELMO EINSTEIN'S	2279701	75/207123
38.	U.S.	FEED YOUR CURIOSITY		76/042113
39.	U.S.	FOOD FOR A MIND BAGELING WORLD	2263173	75/522968
40.	U.S.	LITTLE MONSTERS	2013551	74/001879
41.	U.S.	LUCKY GREEN BAGELS	2262673	75/451784
42.	U.S.	MELVYN EINSTEIN	2304480	75/176757
43.	U.S.	NOSH BOX	2381746	75/406346
44.	U.S.	NOSHOS	2053956	74/690947
45.	U.S.	POPPIES	2009942	74/732656
46.	U.S.	POWERBAGELS	1987020	74/690946
47.	U.S.	Design Only [SHINING BAGEL DESIGN]	2017312	74/732653
48.	U.S.	Design Only [SHINING BAGEL LOGO]	2085297	74/720014
49.	U.S.	Design Only [SHINING BAGEL LOGO]	2078420	74/720033
50.	U.S.	Design Only [SHINING BAGEL LOGO]	2078419	74/720015
51.	U.S.	SO EAT ALREADY	2296886	75/449591
52.	U.S.	SPONTANEITEA		76/021838
53.	U.S.	THE VEG-OUT	2011730	74/720018
54.	U.S.	Design Only [TWO GUYS LOGO]	2211551	75/177989
55.	U.S.	Design Only [TWO GUYS LOGO]	2211549	75/177940
56.	U.S.	Design Only [TWO GUYS LOGO]	2211552	75/177997
57.	U.S.	VEGGIE CONFETTI	2020503	74/732652
58.	U.S.	BOULEVARD BAGEL SUB.	2017095	74683953
59.	U.S.	RASPBERRY ROAD	1978183	74674185
60.	U.S.	GOOSEBERRY LANE	1976421	74673742
61.	U.S.	DOWNTOWN GRAPE	1976420	74673741
62.	U.S.	SKYLINE STRAWBERRY	1976419	74673740

	COUNTRY	MARK	REGISTRATION NO.	APPL. SERIAL NO.
63.	U.S.	BAGEL BOULEVARD CAFE	2112621	74607865
64.	U.S.	BAGEL AND BAGEL (with design)	1918543	74545740
65.	U.S.	BAGEL AND BAGEL BAKERY & NOSHERY (with design)	1918542	74545739
66.	U.S.	BAGEL AND BAGEL (with design)	1918541	74545738
67.	U.S.	BEST BAGEL ON EARTH	1909610 (Supplemental Register)	74547131
68.	U.S.	MID-TOWN		
69.	U.S.	SOHO		
70.	U.S.	GRAMERCY		
71.	U.S.	CENTRAL PARK		
72.	U.S.	CHELSEA		
73.		INTENTIONALLY OMITTED		
74.	U.S.	RIGHTEOUS ROAST BEEF		
75.	U.S.	ROASTED "TOIKEY" BREAST		
76.	U.S.	6 TH AVENUE CORNED BEEF		
77.	U.S.	PASTRAMI TO PLOTZ FOR		
78.	U.S.	PASTRAMI RACHEL		
79.	U.S.	MA'S CHICKEN SALAD		
80.	U.S.	VEGGIE VEG-OUT		
81.	U.S.	GREAT BALLS OF MEATBALLS		
82.	U.S.	MARY'S MEATLOAF		
83.	U.S.	SHLEP A FEAST		
84.	U.S.	THE BAGEL SHLEPPER		
85.	U.S.	THE NOSH BOX		
86.	U.S.	THE PARK AVENUE		
87.	U.S.	THE MADISON AVENUE		
88.	U.S.	THE BROADWAY		
89.	U.S.	MELVYN'S DARN GOOD COFFEE		
90.	U.S.	THE COBBIE		
91.	U.S.	"HOLEY" COW		
92.	U.S.	CLUB MEX		
93.	Algeria	DOUBLE CIRCLE LOGO	052883	970820
94.	Algeria	EINSTEIN BROS.	052882	970819

	COUNTRY	MARK	REGISTRATION NO.	APPL/SERIAL NO.*
95.	Argentina	DOUBLE CIRCLE LOGO	1677573	2078865
96.	Argentina	EINSTEIN BROS.	1754313	2057231
97.	Australia	DOUBLE CIRCLE LOGO	732078	732078
98.	Australia	EINSTEIN BROS.	722878	722878
99.	Austria	DOUBLE CIRCLE LOGO	172966	AM2951/97
100.	Austria	EINSTEIN BROS.	172967	AM2952/97
101.	Benelux	EINSTEIN BROS.	614860	881716
102.	Brazil	EINSTEIN'S		818897180
103.	Brazil	DOUBLE CIRCLE LOGO		819986020
104.	Brazil	EINSTEIN BROS.		820112933
105.	Bulgaria	EINSTEIN BROS.	6563	38727
106.	Bulgaria	DOUBLE CIRCLE LOGO	6514	38726
107.	California	BALTIMORE BAGEL CO. AND DESIGN	21553	
108.	California	EGGEL	098631	
109.	California	FAMOUS BALTIMORE EGGEL	098630	
110.	Canada	EINSTEIN'S	540449	796685
111.	Canada	EINSTEIN BROS.	540399	830064
112.	Chile	EINSTEIN BROS.	514.429	334488
113.	China	EINSTEIN BROS	1205833	970068635
114.	Colombia	EINSTEIN BROS.	188430	95053333
115.	Colombia	DOUBLE CIRCLE LOGO	232651	97019204
116.	Cyprus	DOUBLE CIRCLE LOGO		48270
117.	Cyprus	EINSTEIN BROS.		48269
118.	Czech Republic	DOUBLE CIRCLE LOGO	210065	0122890
119.	Czech Republic	EINSTEIN BROS.	210066	0122891
120.	Estonia	DOUBLE CIRCLE LOGO	26781	97012221
121.	Estonia	EINSTEIN BROS.	26782	97012222
122.	Europe - CTM	EINSTEIN BROS.	3848	3848
123.	Europe - CTM	OVERALL LOGO	3830	3830
124.	Europe - CTM	DOUBLE CIRCLE LOGO	581512	581512
125.	Germany	EINSTEIN BROS.	39649337	39649337.8
126.	Great Britain	EINSTEIN BROS.	2115394	2115394
127.	Hong Kong	DOUBLE CIRCLE LOGO	01746/1999	97/05884
128.	Hungary	DOUBLE CIRCLE LOGO	151283	M9701905

	COUNTRY	MARK	REGISTRATION NO.	APPL/SERIAL NO.
129.	Hungary	EINSTEIN BROS.	151286	M9701906
130.	Iceland	DOUBLE CIRCLE LOGO	813/1997	709/1997
131.	Iceland	EINSTEIN BROS.	1400/1997	708/1997
132.	Indonesia	DOUBLE CIRCLE LOGO	414.252	11718
133.	Indonesia	EINSTEIN BROS.	413772	11718
134.	Israel	DOUBLE CIRCLE LOGO	112749	112749
135.	Israel	EINSTEIN BROS.	112748	112748
136.	Italy	EINSTEIN BROS.	759398	RM96C004986
137.	Jamaica	DOUBLE CIRCLE LOGO	31446	30/2198
138.	Jamaica	DOUBLE CIRCLE LOGO	31608	29/1476
139.	Jamaica	EINSTEIN BROS	32308	29/1477
140.	Jamaica	EINSTEIN BROS	B31017	30/2197
141.	Japan	DOUBLE CIRCLE LOGO	4309585	127621/97
142.	Japan	EINSTEIN BROS.	4168718	130260/96
143.	Kenya	DOUBLE CIRCLE LOGO	1104	SMA1104
144.	Kenya	EINSTEIN BROS	1103	SMA/1103
145.	Lebanon	DOUBLE CIRCLE LOGO	72746	20872
146.	Lebanon	EINSTEIN BROS	72745	20871
147.	Malaysia	EINSTEIN BROS.		MA/13618/95
148.	Malaysia	EINSTEIN BROS.	95/13617	MA/13617/95
149.	Malaysia	DOUBLE CIRCLE LOGO		MA/9817/97
150.	Malaysia	DOUBLE CIRCLE LOGO		MA/9818/97
151.	Mexico	DOUBLE CIRCLE LOGO	558394	299081
152.	Mexico	EINSTEIN BROS.	600540	281804
153.	Morocco	DOUBLE CIRCLE LOGO	63234	63234
154.	Morocco	EINSTEIN BROS	63233	63233
155.	New Zealand	DOUBLE CIRCLE LOGO	275324	275324
156.	New Zealand	EINSTEIN BROS.	269379	269379
157.	Norway	DOUBLE CIRCLE LOGO	189672	97 4490
158.	Norway	EINSTEIN BROS	190324	97 4489
159.	Pakistan	DOUBLE CIRCLE LOGO		141783
160.	Pakistan	DOUBLE CIRCLE LOGO		141784
161.	Pakistan	EINSTEIN BROS		141785
162.	Pakistan	EINSTEIN BROS		141782

	COUNTRY	MARK	REGISTRATION NO.	APPL/SERIAL NO.
163.	Panama	DOUBLE CIRCLE LOGO		89309
164.	Peru	DOUBLE CIRCLE LOGO	12423	45429
165.	Peru	EINSTEIN BROS.	12441	45591
166.	Philippines	EINSTEIN BROS.		117919
167.	Poland	DOUBLE CIRCLE LOGO	R-121289	Z174.956
168.	Poland	EINSTEIN BROS	R121020	Z-177.886
169.	Puerto Rico	DOUBLE CIRCLE LOGO	40868	
170.	Puerto Rico	EINSTEIN BROS.	41564	
171.	Russia	DOUBLE CIRCLE LOGO	166938	97705716
172.	Russia	EINSTEIN BROS.	174001	96716005/5
173.	South Africa	DOUBLE CIRCLE LOGO	97/05382	97/05382
174.	South Africa	DOUBLE CIRCLE LOGO	97/05381	97/05381
175.	South Africa	DOUBLE CIRCLE LOGO	97/05380	97/05380
176.	South Africa	EINSTEIN BROS.		09616384
177.	South Korea	DOUBLE CIRCLE LOGO	47862	97-5103
178.	South Korea	EINSTEIN BROS.	51411	96-13877
179.	Switzerland	DOUBLE CIRCLE LOGO	449.171	04342/1997
180.	Switzerland	EINSTEIN BROS.	449.137	04343/1997
181.	Taiwan	EINSTEIN BROS.	89195	84057108
182.	Taiwan	DOUBLE CIRCLE LOGO	98946	8631506
183.	Tangier	DOUBLE CIRCLE LOGO.	12209	12209
184.	Tangier	EINSTEIN BROS.	12210	12210
185.	Ukraine	DOUBLE CIRCLE LOGO		97061837
186.	Ukraine	EINSTEIN BROS.		97061838
187.	Uruguay	DOUBLE CIRCLE LOGO	296602	296602
188.	Uruguay	EINSTEIN BROS		296603
189.	Utah	EINSTEINS	035938	
190.	Utah	EINSTEIN BROS.	7091020055	7091020055
191.	Venezuela	EINSTEIN'S	19061-95	
192.	Venezuela	DOUBLE CIRCLE LOGO	9093-97	
193.	Venezuela	EINSTEIN BROS.	7077-97	

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SCHEDULE B

REDACTED

SCHEDULE C

REDACTED

SCHEDULE D

REDACTED