

07-20-2001

Form PTO-1594

(Rev. 03/01)

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

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

1. Name of conveying party(ies):

OE Acquisition Corp. **7-501**

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Filterfresh Acquisition Corp.

Internal

Address: \_\_\_\_\_

Street Address: 378 University Ave.

City: Westwood State: MA Zip: 02090

- 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: February 20, 2001

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

A. Trademark Application No.(s)

76/085586

B. Trademark Registration No.(s)

1,899,324

Additional number(s) attached  Yes  No

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

Name: Elizabeth L. Plitzuweit

Internal Address: Nixon Peabody LLP

Street Address: 101 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- 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.

Elizabeth L. Plitzuweit  
Name of Person Signing

[Signature]  
Signature

7/5/01  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

07/19/2001 6TON11 00000145 76085586

01 FC:481  
02 FC:482

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25.00 00

**TRADEMARK**  
**REEL: 2333 FRAME: 0680**



07-05-2001

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #74

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of February 22, 2001 by OE Acquisition Corp. and Bindery Systems, Inc. (the "Assignors") and Filterfresh Acquisition Corp. (the "Assignee") pursuant to, and for the consideration set forth in, that certain Asset Purchase Agreement dated as of February 8, 2001 between Assignors and Assignee and the other parties named therein ( the "Asset Purchase Agreement"). Capitalized terms used without definition in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.

WITNESSETH

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement pursuant to which Assignors is transferring and assigning to Assignee certain Intellectual Property Rights;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is succeeding to that portion of the business of Assignor to which such Intellectual Property Rights pertain; and

WHEREAS, upon the terms and conditions set forth herein, Assignors desire to assign to Assignee certain rights and obligations in and under the Intellectual Property Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

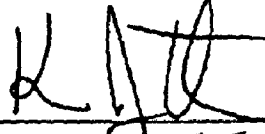
1. Assignment. Assignors do hereby assign to Assignee all right, title and interest in all of the Intellectual Property Rights as set forth in Section 3.15 of the Disclosure Schedule to the Asset Purchase Agreement and the schedule attached hereto as Exhibit A ("Exhibit A"), including to the extent used in the Business, the following: all logos, images, designs, domain names, web sites, trade dress, whether registered or not, trade secrets, know-how, confidential information and proprietary information, inventions, discoveries, innovations, improvements, developments and modifications, in any form (but excluding the names US OFFICE PRODUCTS and COFFEE BUTLER and any trademarks, trade names, symbols, service marks, styles, web sites and domain names that include any such names). With respect to the copyrights, trademarks, applications and registrations listed in Exhibit A, Assignors further hereby assign to Assignee all right, title and interest in all of the goodwill represented thereby, as well as all rights to damages or profits, due or accrued, arising out of past infringement of said assets and the right to sue for and recover the same in Assignee's own name.

2. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any applicable principles of conflicts of law.

3. Controlling Agreement. In the event of a conflict or inconsistency between this Assignment Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

BINDERY SYSTEMS, INC.  
OE ACQUISITION CORP.


By:   
Name: Kevin J. Thimjon  
Title: Vice President

Sworn to before me this 20<sup>th</sup>  
day of February, 2001

  
Notary Public

My Commission Expires  
August 14, 2002

FILTERFRESH ACQUISITION CORP.

By:   
Name: Garard Geffarian  
Title: Director

Sworn to before me this 20<sup>th</sup>  
date of February, 2001

  
Notary Public

My Commission Expires  
August 14, 2002

**EXHIBIT A****TRADEMARKS**

<u>Name</u>	<u>Status</u>	<u>Descriptions</u>	<u>Serial/Reg. #</u>	<u>Filing/Reg. Date</u>
TASTE THE JAZZ	Pending Trademark	Slogan for coffee and break room services,	76/085586	Filed: July 7, 2000
AAA COFFEE SERVICE and Design	Registered Trademark	Logo for AAA Coffee Services	1899324	Reg: June 13, 1995
MARKET TOWNE COLLECTION	Unregistered Trademark	Brand Name for coffee sold to office		
52 <sup>ND</sup> STREET COFFEE	Unregistered Trademark	Brand Name for coffee sold to office		
MICROROAST	Unregistered Trademark	Brand Name under License for coffee sold to office		
SEATTLE MICROROAST	Unregistered Trademark	Brand Name under License for coffee sold to office		
Cafe Refresh	Unregistered Trademark			
Coffee Refresh	Unregistered Trademark			

**COPYRIGHTS**

<u>Name</u>	<u>Status</u>	<u>Description</u>
MARKET TOWNE BROCHURE	Unregistered Copyright	Brochure introducing new private label brand of coffees.
COFFEE SELL SHEET	Unregistered Copyright	Sheet advertising USRefresh's Office Coffee Services.
52 <sup>ND</sup> STREET BROCHURE	Unregistered Copyright	Brochure introducing new private label brand of coffees.