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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

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

1. Name of conveying party(ies): 7.7301
The Woolson Spice Company, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: May 26, 2000

2. Name and address of receiving party(ies)

Name: Paradise Beverages, Inc.

Internal Address: 94-1450 Moaniani Street

Street Address: 94-1450 Moaniani St

City: Waipahu State: HI Zip: 96797

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Hawaii
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2272788

Additional number(s) attached Yes No

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

Name: Seth M. Reiss, Reg. No. 30,211

Internal Address: Watanabe, Ing & Kawashima

999 Bishop Street, 23rd Floor

Street Address: Watanabe, Ing & Kawashima

999 Bishop Street, 23rd Floor

City: Honolulu State: HI Zip: 96813

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Seth M. Reiss
Name of Person Signing

Signature

JUL 23 2001
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

08/01/2001 DBYRNE 00000151 2272788

01 FC:481

40.00

EXPRESS MAIL LABEL

NO. EL706134407US

TRADEMARK
REEL: 002338 FRAME: 0065

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 worldwide rights of Woolson with respect to all trademarks used in connection with the Business, together with all statutory and common law rights, registered or unregistered, to use such trademarks, all goodwill associated therewith, including all names, trade names, trade styles, product designations, service marks, certification marks, brands, symbols, signs, designs, copyrights, logos and applications thereof; and federal, state and other registrations thereof in all classes, and all variations thereof, used by Woolson in connection with the Business, and all forms bearing the same, including the marks set forth on Schedule A hereto and all variants and derivatives thereof (collectively, 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 other 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 has no knowledge, of any threatened or pending claims that any of the Trademarks are invalid or defective in any way, or infringe 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 Beverage 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.

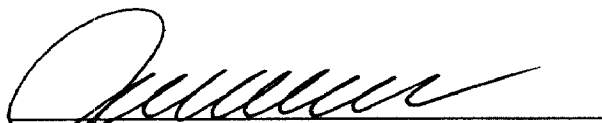
All references to "Woolson" and "Paradise Beverages" herein shall include their respective nominees, successors and/or assigns.

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)
City of)
COUNTY OF Honolulu) ss.

On JUL 19 2001, 2001, 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 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:

Ricardo C. Sablan
NOTARY PUBLIC, STATE OF HAWAII

Ricardo C. Sablan
Notary Public, First (1st) Judicial Court
State of Hawaii
My Commission Expires: 04/07/2002

My commission expires:

SCHEDULE A

TO ASSIGNMENT OF TRADEMARKS

The following trademarks were assigned from the Woolson Spice Company, Inc. to Paradise Beverages, Inc. by virtue of an Assignment of Trademarks executed on May 26, 2000:

U.S.P.T.O. Trademark Registration No. 2272788

Mark: THAI MOCHA & Design

Issued: August 24, 1999

Class: 030