

01-08-2002

2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

101936423

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):

Coffee People, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Kahawa, Inc. Internal Address: Ajay Bhatia, President Street Address: 1640 Terrie Circle City: Naperville State: IL Zip: 60563

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois, 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:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,782,839

Additional number(s) attached Yes No

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

Name: Ajay Bhatia, President

Internal Address: Kahawa, Inc.

Street Address: 1640 Terrie Circle

City: Naperville State: IL Zip: 60563

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.

Ajay Bhatia Name of Person Signing

Signature

Date

10/22/01

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

7

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

01/07/2002 TDIAZ1 00000091 1782839

01 FC:481 40.00 OP

TRADEMARK of 7

REEL: 002418 FRAME: 0102

**Exhibit B**

**Federal Trademark Recordation Form**

See attached.

**Exhibit A**

**Trademarks**

COFFEE PLANTATION

COFFEE PLANTATION designs

COFFEE PLANTATION (Arizona Trade Name No. 82137)

COFFEE PLANTATION and Design (U.S. Registration No. 1,782,839)

# TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is entered into effective as of October 3, 2001 (the "**Effective Date**"), by and between Coffee People, Inc., an Oregon corporation ("**Assignor**"), and Kahawa, Inc., an Illinois corporation ("**Assignee**").

## 1.0 Background.

1.1 Subject to the terms and conditions of this Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

## 2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in, to and under the trademarks as set forth on Exhibit A attached hereto, and all goodwill associated therewith (the "**Trademarks**"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under the Assignment.

2.2 This Assignment shall be void and without effect if not recorded with the United States Patent and Trademark Office and with the Secretary of State for the state of Arizona within three (3) months of the Effective Date.

2.3 Assignor agrees to work closely and cooperatively with Assignee to evidence, record and perfect the assignment of Trademarks described in Section 2.1 above and to apply for and obtain recordation of the Trademarks by executing and filing the forms of recordation in substantially the form of Exhibits B and C attached hereto. Notwithstanding the foregoing, it shall be the sole responsibility of Assignee to ensure that the assignment of the Trademarks described in Section 2.1 above are recorded and that this Assignment is perfected.

## 3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

Coffee People, Inc.

By:

  
\_\_\_\_\_  
Matthew C. McGuinness  
President and Chief Financial Officer