

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

03-13-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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3-30-98



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

115E

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 002427 FRAME: 0751

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Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74585924"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="639792"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75976848"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2072891"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Regina Hauser  3-24-98
Name of Person Signing Signature Date Signed



Phone: (503) 886-2200
Fac: (503) 378-4381

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327

Articles of Merger

For office use only

FILED

MAR 17 1998

OREGON
SECRETARY OF STATE

Registry Number: 129369-10

Attach Additional Sheet if Necessary
Please Type or Print Legibly in Black Ink

BUSINESS/PROFESSIONAL/NONPROFIT CORPORATION ONLY

1) NAMES OF THE CORPORATIONS PROPOSING TO MERGE

A. _____

B. _____

2) NAME OF THE SURVIVING CORPORATION _____

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED.

4) CHECK THE APPROPRIATE STATEMENTS FOR CORPORATION A AND CORPORATION B BELOW.

Corporation A

Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.

Shareholder/membership approval was required. The vote was as follows:

If Corporation A is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

If Corporation A is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

Corporation B

Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.

Shareholder/membership approval was required. The membership vote was as follows:

If Corporation B is a business/professional corporation:

Class or series of shares	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

If Corporation B is a nonprofit corporation:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

5) NAME OF PARENT CORPORATION Coffee Bean International, Inc.

Oregon Registry Number 129369-10

6) NAME OF SUBSIDIARY CORPORATION U.M., Inc.

Oregon Registry Number 338985-86

7) NAME OF SURVIVING CORPORATION Coffee Bean International, Inc.

8) COPY OF PLAN

A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached.

9) CHECK THE APPROPRIATE BOX

A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before _____, 19____.

The mailing of a copy of the plan or summary was waived by all outstanding shares.

10) EXECUTION

Printed Name

James M. Myers

Signature

James M. Myers

Title

President

11) CONTACT NAME

R. Cammon Turner

DAYTIME PHONE NUMBER

(503) 222-9981

FEES

Make check for \$10 payable to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

AGREEMENT AND PLAN OF MERGER

DATE: March 16, 1998

PARTIES: Coffee Bean International, Inc., ("CBI")
an Oregon corporation
2181 N.W. Nicolai
Portland, Oregon 97210

AND U.M., Inc., ("UMI")
an Oregon corporation
2181 N.W. Nicolai
Portland, Oregon 97210

CBI and UMI are referred to jointly as the "Constituent Corporations" in some sections of this Agreement.

Recitals

A. The Constituent Corporations desire to effect a merger on the terms set forth in this Agreement, pursuant to the provisions of the Oregon Business Corporation Act.

B. The Constituent Corporations intend the merger to be a reorganization within the meaning of Internal Revenue Code §368(a)(1)(A).

In consideration of the recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Corporations hereto agree as follows:

Agreement**1. Merger Of Constituent Corporations.**

1.1 **Merger.** At the Effective Date, as defined in Section 1.3, UMI shall be merged with and into CBI, the separate existence of UMI shall cease, and CBI shall survive as a corporation under the name Coffee Bean International, Inc. (the "Surviving Corporation"), organized under and governed by the laws of the state of Oregon. In the manner and with the effect set forth in ORS 60.497, at the Effective Date (i) the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Corporations, (ii) all property belonging to UMI shall be transferred to and vested in the Surviving Corporation without further act or deed, and (iii) the Surviving Corporation shall be responsible for all liabilities of each of the Constituent Corporations.

1.2 Further Assurances. From time to time after the Effective Date, the officers and directors of UMI last in office shall execute and deliver such deeds and other instruments and shall cause to be taken such further actions as shall reasonably be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property, interests, assets, rights, immunities, and franchises of UMI.

1.3 Effective Date. The merger of CBI and UMI shall become effective upon the filing of articles of merger pursuant to ORS 60.494. For purposes of this Agreement, the "Effective Date" shall be the date and time of such filing.

1.4 Closing. The closing of the contemplated transactions shall occur at the principal offices of CBI in Portland, Oregon, at 10 a.m. on March 16, 1998, or at such other time and place as the Constituent Corporations may mutually agree upon. At such time, the parties shall cause articles of merger to be filed and the merger to become effective.

2. Articles of Incorporation; Bylaws; Directors and Officers.

At the Effective Date:

2.1 Articles of Incorporation. The Articles of Incorporation of CBI shall not be amended.

2.2 Bylaws. The bylaws of CBI as in effect immediately prior to the Effective Date shall be the bylaws of the Surviving Corporation until amended or repealed.

2.3 Directors and Officers. The board of directors of the Surviving Corporation shall consist of persons who are the board of directors of CBI immediately prior to the Effective Date, and they shall hold office in each case until their successors are elected. The officers of the Surviving Corporation shall be persons who are the officers of CBI immediately prior to the Effective Date, and they shall hold office in each case at the pleasure of the board of directors of the Surviving Corporation.

3. Cancellation of Shares of Common Stock of UMI.

3.1 Cancellation of Shares. At the Effective Date, each share of common stock of UMI outstanding immediately prior to the Effective Date shall be canceled. No share of common stock of UMI which is issued and outstanding immediately prior to the Effective Date shall be converted into any class of stock of the Surviving Corporation.

3.2 Certificates for Shares. Each certificate that, prior to the Effective Date, represented shares of common stock of CBI from and after the Effective Date, shall represent shares of common stock of the Surviving Corporation. Each holder of shares of common stock of any UMI shall surrender the certificate therefor to the Surviving Corporation for cancellation.

4. Termination

4.1 Failure of Approval by Board of Directors. This Agreement shall automatically terminate in the event it is not approved and adopted by the Board of Directors of CBI in accordance with the Oregon Business Corporation Act.

4.2 Other Termination. This Agreement may be terminated and the merger abandoned at any time prior to the Effective Date by mutual agreement of the Boards of Directors of CBI and UMI.

4.3 Effect of Termination. In the event of termination of this Agreement as provided in this Section 4, this Agreement shall become wholly void and of no effect. There shall be no liability or obligation on the part of either party.

5. Miscellaneous.

5.1 Waivers. Each party, by written instrument, may extend the time for performance of any of the obligations or other acts of any party or waive performance of any of the obligations of any party set forth in this Agreement.

5.2 Amendment. This Agreement may be amended, by written instrument, at any time prior to the Effective Date, with approval of the respective boards of directors of the Constituent Corporations.

5.3 Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures, each of which will be deemed an original.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be signed in their respective corporate names by their duly authorized officers as of the day and year first above written.

COFFEE BEAN INTERNATIONAL, INC. U.M., INC.

James M. Myers
By: James M. Myers
Its: President

Phillip S. Estes
By: Phillip S. Estes
Its: Co-Chief Executive Officer & Co-President

James M. Shorin
By: James M. Shorin
Its: Co-Chief Executive Officer & Co-President