

06-10-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102116228

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):  
Standard Coffee Company, Inc.

- 6-5-02
- Individual(s)
  - Association
  - General Partnership
  - Limited Partnership
  - Corporation-State: Michigan
  - Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: The Marigny Corporation

Internal  
Address: \_\_\_\_\_  
Street Address: 1105 N. Market Street  
City: Wilmington State: DE Zip: 19899

- 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: 03/18/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,537,522

Additional number(s) attached  Yes  No

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

Name: Richard A. Gaffin, Esq.

Internal Address: Miller Canfield  
1200 Campau Square Plaza

Street Address: 99 Monroe Avenue NW

City: Grand Rapids State: MI Zip: 49503

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.

Richard A. Gaffin

Name of Person Signing

Richard Gaffin

Signature

5/12/02

Date

5

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

06/07/2002 DBYRNE 00000291 2537522  
01 FC:481

40.00

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

**TRADEMARK**  
**REEL: 002521 FRAME: 0680**

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS made as of the 18<sup>th</sup> day of March, 2002, between STANDARD COFFEE COMPANY, INC., a Michigan corporation ("Assignor"), and THE MARIGNY CORPORATION, a Delaware corporation ("Assignee").

### RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March \_\_, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor certain assets of Assignor (the "Purchased Assets" as defined in the Asset Purchase Agreement), including without limitation the trademarks and trade names of Assignor in the word "Standard" (including, but not limited to, Seller's rights to use the names "Standard Coffee", "Standard Coffee Company", "Standard of Michigan", "Standard Refreshment Specialists", "Standard Beverage Service", "Standard Refreshment Company", "Standard Refreshment Services", "Standard Services") and all other related names and derivations of the name "Standard".

Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments of conveyance as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns all of the Purchased Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications and trade names in the word "Standard", including without limitation the trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in

accordance with the laws of the State of Michigan without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first above written.

STANDARD COFFEE COMPANY, INC.

THE MARIGNY CORPORATION

By: *James Spear*  
James Spear, President

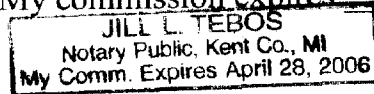
By: *Scott A. Huff*  
Scott A. Huff, Secretary

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF Kent )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2002, by James Spear, President of STANDARD COFFEE COMPANY, INC., a Michigan corporation, on behalf of such corporation.

*Jill L. Tebos*  
\*, Notary Public  
County, Michigan

My commission expires: \_\_\_\_\_



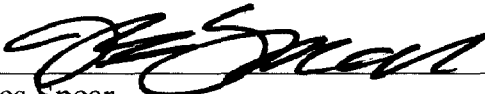
STATE OF DELAWARE )  
 )SS.  
COUNTY OF \_\_\_\_\_ )


The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2002, by Scott A. Huff, Secretary of THE MARIGNY CORPORATION, a Delaware corporation, on behalf of such Corporation.

\_\_\_\_\_  
\*, Notary Public  
County, Michigan  
My commission expires: \_\_\_\_\_

**CONSENT AND AGREEMENT**

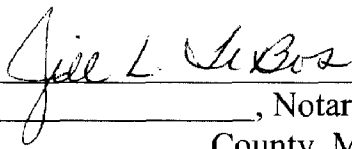
The undersigned do hereby consent to the terms of this Assignment of Trademarks and agree that all of the Marks shall be transferred hereby to Assignee including, without limitation, any of the Marks owned individually in the name of the undersigned.

  
\_\_\_\_\_  
James Spear

  
\_\_\_\_\_  
Earnest Spear

STATE OF MICHIGAN            )  
  )SS.  
COUNTY OF Kent            )

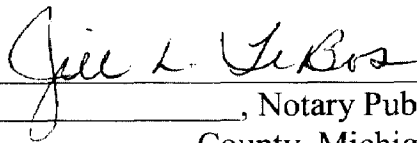
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2002, by James Spear, an adult resident of Michigan, who acknowledged that he freely and voluntarily executed this document.

  
\_\_\_\_\_  
\*, Notary Public  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_



STATE OF MICHIGAN            )  
  )SS.  
COUNTY OF Kent            )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2002, by Earnest Spear, an adult resident of Michigan, who acknowledged that he freely and voluntarily executed this document.

  
\_\_\_\_\_  
\*, Notary Public  
\_\_\_\_\_  
County, Michigan  
My commission expires: \_\_\_\_\_



**SCHEDULE A**

Registered Servicemarks and Trademarks:

Servicemark or Trademark U.S. or Canadian Registration No.	Registration Date
U.S. Trademark Registration No. 2,537,522 (Ser. No. 75,114,463)	
Canadian Trademark Reg. TM 484,082	

Unregistered Servicemarks and Trademarks:


Pending Servicemark or Trademark Applications:

Servicemark or Trademark Application Number	Application Date

Trade Names:

Standard Coffee	Standard Coffee Company
Standard of Michigan	Standard Refreshment Specialists
Standard Beverage Service	Standard Refreshment Company
Standard Refreshment Services	Standard Services

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