

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
Seattle City Coffee, 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: East-West Merchants, LLC
Internal Address: _____
Address: _____
Street Address: 86 County Road
City: Tenafly State: NJ Zip: 07670

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other NJ Limited Liability Company

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: 03/19/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
 (2,097,469)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: David Leit, Esq.
 Internal Address: Lowenstein Sandler PC

 Street Address: 65 Livingston Avenue

 City: Roseland State: NJ Zip: 07068

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:
 #501358

DO NOT USE THIS SPACE

9. Signature.
 Lisa C. Fodor, Esq. *Lisa C. Fodor* March 21, 2003
 Name of Person Signing Signature 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

SERVICE MARK ASSIGNMENT AGREEMENT

SERVICE MARK ASSIGNMENT AGREEMENT ("Assignment") dated as of MARCH 19, 2003 by Seattle City Coffee, Inc., a New Jersey Corporation ("Assignor"), in favor of East-West Merchants, LLC, a New Jersey Limited Liability Company ("Assignee").

WHEREAS, Assignor has adopted, used and is using the mark "(800) 84 BEANS" listed on Schedule A attached hereto (the "Service Mark"), which is registered on the Principal Register of the United States Patent and Trademark Office, Registration No. 2097469, dated September 16, 1997; and

WHEREAS, Assignor owns all of the right, title and interest in and to the Service Mark; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire, Assignor's entire right, title and interest in and to the Service Mark and the goodwill of the business symbolized by the Service Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, its entire right, title, and interest in and to the Service Mark; all registrations and applications which may have been or may be filed or issued in respect thereto and any renewals thereof; the goodwill of the business symbolized by the Service Mark; all income, royalties, damages, and payments now or hereafter due or payable in respect to the Service Mark; and all causes of action (either in law or equity) and the right to sue, counterclaim, recover and collect for its own use and enjoyment, for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

2. Assignor does further request and authorize the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue and record trademark registrations, applications and title thereto, to issue and record certificates of registration, renewal, or assignment, for any registrations or applications of the Service Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

3. Assignor agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications for the Service Mark may be issued or pending.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date and year first above written.

SEATTLE CITY COFFEE, INC., as Assignor

By: 

Name: KENNETH FINE

Title: PRESIDENT

State of NEW JERSEY
County of BERGEN

On this 19th day of MARCH, 2003, before me appeared KENNETH FINE, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).




(Signature of Notary Public)

ATTORNEY-AT-LAW
STATE OF NEW JERSEY

My commission expires: _____

EAST-WEST MERCHANTS, LLC, as Assignee

By: 

Name: KENNETH FINE

Title: MANAGER

State of NEW JERSEY
County of BERGEN

On this 19th day of MARCH, 2003, before me appeared KENNETH FINE, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).



(Signature of Notary Public)

ATTORNEY-AT-LAW
STATE OF NEW JERSEY

My commission expires: _____