

01-10-2003



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TRADEMARK

102334342

TO: The Commissioner of Patents

Record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
- Correction of PTO Error
- Corrective Document

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FINANCE SECTION

12/09/02

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Nunc Pro Tunc Assignment
- Other:

Conveying Party

Execution Date

Name Wm. Bolthouse Farms, Inc.

10/28/02

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization
- Mark if Additional Names of Conveying Parties Attached

Receiving Party

Name Coldwater Creek, Inc.

DBA/AKATA

Address One Coldwater Creek Drive

Address

Address Sandpoint

ID

83864

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Idaho
- Domestic Representative Designation Attached: Yes No
- Mark if Additional Names of Receiving Parties Attached

Correspondent Name and Address

James B. Muskal
Leydig, Voit & Mayer, Ltd.
Two Prudential Plaza, Suite 4900
Chicago, Illinois 60601-6780

Telephone: (312) 616-5600
Facsimile: (312) 616-5700
Attorney Docket No. 211985

Pages Enter the total number of pages of the attached conveyance document including any attachments: 2

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)
76/037,066	

Number of Properties Enter the total number of properties involved: 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

- Enclosed
- Deposit Account No. 12-1216
- 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.

James B. Muskal		December 5, 2002
Name of Person Signing	Signature	Date

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REEL: 002645 FRAME: 0971

Handwritten mark

TRADEMARK ASSIGNMENT

This Agreement is entered into by Coldwater Creek, Inc. ("Coldwater Creek"), an Idaho corporation principal place of business at One Coldwater Creek Drive, Sandpoint, ID 83864 and Wm. Bolthouse Farms, Inc. ("Bolthouse"), a Michigan corporation with its principal place of business at 7200 E. Brundage Lane, Bakersfield, CA 93307.

1. Bolthouse represents that it owns the following trademark application filed in the United States Patent & Trademark Office:

Word Mark COLDWATER CREEK

Goods and Services scrubbed and peeled fresh carrots in International Class 31.

Serial Number 76/037,066

Filing Date April 28, 2000

Owner Wm. Bolthouse Farms, Inc., a Michigan corporation, 7200 East Brundage Lane Bakersfield, California 93307-3099

2. For good and valuable consideration, Bolthouse does hereby assign unto Coldwater Creek all of its right, title and interest to the name "COLDWATER CREEK" (the "Name"), the above-referenced U.S. Patent & Trademark Office trademark application (the "Application"), and all of the following with respect to the Name or the Application: (a) all trade dress, designs and logos, including without limitation all of such used with respect to labels, product samples and packaging, and all common law rights, registrations or applications to register the foregoing, in every country and jurisdiction throughout the world, (b) any and all copyrights relating to the Name, the Application and any of the rights or property described in the preceding clause (a), and (c) all goodwill associated with the Name, the Application or any of the rights or property described in this paragraph 2. Nothing herein transfers rights to Wm. Bolthouse Farms registered trademarks, logos and designs separate and distinct from the Coldwater Creek name.

3. Coldwater Creek hereby accepts assignment of the Name, the Application and the other rights and property described in paragraph 2 above.

WM. BOLTHOUSE FARMS, INC.

a Michigan Corporation

By: Anthony L. Leggio

Name: Anthony L. Leggio

Title: Vice President / General Counsel

Date: October 28, 2002

COLDWATER CREEK INC.

an Idaho Corporation

By: Karen J. Reed

Name: Karen J. Reed

Title: Senior Vice President, Marketing

Date: December 3, 2002

Notary Certificate for Wm. Bolthouse Farms, Inc.

State of California)
)
County of Kern)

ss.

On this 28th day of October, 2002, before me, Alicia Arriola, a Notary Public in and for the State of California personally appeared Anthony L. Leggio personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/their signature(s) on the Instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the Instrument.

WITNESS my hand and official seal.



Updated: October 17, 2002
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