

01-22-2003

Recordation Form Cover Sheet



Commissioner of Patents and Trademarks: Please record the attached origins

OFFICE OF PUBLIC RECORDS

102343261

1. Name of conveying party(ies):  
Cadillac Coffee Company  
1801 Michael Street  
Madison Heights, Michigan 48071

2. Name and address:  
Kmart of Michigan, Inc.  
3100 West Big Beaver Road  
Troy, Michigan 48084

2002 DEC 23 AM 11:08

12-23-02

FINANCE SECTION

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

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
 Corporation-State: Michigan  
Other:

3. Nature of conveyance:

Assignment Merger  
 Security Agreement  Change of Name  
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

Execution Date: 12/19/02

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2,599,446 Issued 07/23/02  
~~2,520,471 Issued 01/01/02~~

Additional numbers attached?

Yes  No

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

Michael A. Lisi  
Rader, Fishman & Grauer PLLC  
39533 Woodward Avenue  
Suite 140  
Bloomfield Hills, Michigan 48304  
(248) 594-0629

6. Total number of applications and registrations involved: One (2)

7. Total fee (37 CFR 3.41).....\$65.00

Enclosed  
 Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013  
(Attach duplicate copy of this page if using deposit account)

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.

Michael A. Lisi  
Name

Signature

December 20, 2002  
Date

Total number of pages comprising cover sheet: 1

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to BOX ASSIGNMENT FEE, Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3413 on December 20, 2002.

Date: December 20, 2002

Mary Jennifer Wunsche

01/22/2003 ECOOPER 00000038 180013 2599446

01-FC-AS21 40.00 CH  
02-FC-AS22 25.00 CH

TRADEMARK  
REEL: 002653 FRAME: 0306

DD

Assignment

ASSIGNMENT made this 19 day of ~~DECEMBER~~ 2002, by and between CADILLAC COFFEE COMPANY, a corporation of the State of Michigan with a principal address at 1801 Michael Street, Madison Heights, Michigan 48071 ("Assignor"), and KMART OF MICHIGAN, INC., a corporation of the State of Michigan, with a principal address at 3100 West Big Beaver Road, Troy, Michigan 48064 ("Assignee").

WHEREAS, Assignor owns U.S. Trademark Registration No. 2,598,446 in Class 30 for the mark JAVA MOUNTAIN EXPRESS, as well as U.S. Trademark Registration No. 2,528,171 in Class 30 for the mark JAVA MOUNTAIN (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire the Marks and the goodwill of the business associated therewith;


NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all of its right, title, and interest in and to the Marks together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights of renewal, and all rights to sue for and receive all damages occurring from past infringing uses of the Marks. This assignment is made on an "AS IS" basis and Assignor makes no representations or warranties as to title or non-infringement of third party rights.

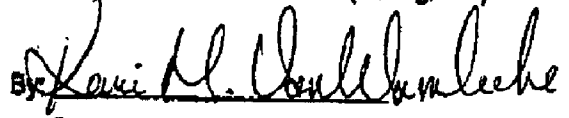
Assignor agrees that upon request by Assignee, at Assignee's expense, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts reasonably necessary to carry out the intent of this Assignment.

This Assignment shall be binding on the parties, and their successors and assigns.

CADILLAC COFFEE COMPANY ("Assignor")

By:   
Title: President

KMART OF MICHIGAN, INC. ("Assignee")

By:   
Title: VICE PRESIDENT AND TREASURER

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