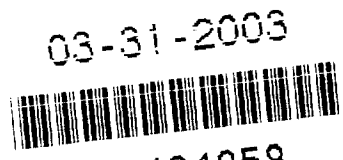


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Coffee Traders, 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: HEB Grocery Company, L.P.  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 646 South Main Avenue  
City: San Antonio State: Texas Zip: 78204

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Texas  
 Corporation-State \_\_\_\_\_  
 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: February 25, 2003

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

B. Trademark Registration No.(s)  
2,245,292

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Akin Gump Strauss Hauer & Feld, LLP  
Internal Address: P.O. Box 12870  
ATTN: Kirt S. O'Neill  
\_\_\_\_\_  
Street Address: \_\_\_\_\_  
\_\_\_\_\_  
City: San Antonio State: Texas Zip: 78212

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:  
01-0477  
(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.*

Kirt S. O'Neill                      Kirt S. O'Neill                      March 11, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document 4

## Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made on the date last signed by a party below (the "Effective Date") between Coffee Traders, Inc., a Montana corporation, with a place of business at 1400 East 4<sup>th</sup> Street, Austin, Texas 78702 ("Coffee Traders") and HEB Grocery Company, L.P. ("HEB"), a Texas limited partnership with a place of business at 646 South Main Avenue, San Antonio, Texas 78204.

### Recitals

1. Coffee Traders has adopted and is using the mark HILL COUNTRY for coffee, for which Assignor obtained and owns U.S. Reg. No. 2,245,292 (the "'292 Registration") on the Principal Register of the United States Patent and Trademark Office ("PTO");
2. HEB desires to acquire the above-referenced HILL COUNTRY mark and the '292 Registration;
3. HEB's affiliate and predecessor-in-interest, H. E. Butt Grocery Company, has commenced Cancellation No. 31,058 in the PTO seeking cancellation of the aforesaid '292 Registration; and
4. Coffee Traders and HEB desire to avoid further effort and expense of the cancellation proceeding, resolve the differences between them, and effect a transfer of the HILL COUNTRY mark and registration.

### Agreement

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Coffee Traders hereby sells, assigns and transfers to HEB all right, title and interest in and to the HILL COUNTRY mark and the '292 Registration, together with the goodwill of the business symbolized by the mark.
2. **Representations.** Coffee Traders represents and warrants that, to the best of its knowledge, it is the owner of the HILL COUNTRY mark as used on coffee, and it is the owner of the '292 Registration. Coffee Traders further represents that the HILL COUNTRY mark is currently in use in commerce on the goods set forth in the '292 Registration; that, to the best of its knowledge, such use has been continuous and substantially exclusive since the date of issuance of the '292 Registration; that there has been no final decision adverse to Coffee Traders' claim of ownership of such mark for coffee, or to Coffee Traders' right to register the same or to keep the same on the PTO's Principal Register; and that, with the exception of the above-referenced cancellation proceeding, there is no proceeding involving said rights pending in the PTO or in a court and not finally disposed of.
3. **Cooperation.** Within ten (10) days of the Effective Date, Coffee Traders shall supply HEB with three (3) genuine specimens showing the HILL COUNTRY mark as it is currently used on packaging or labels for coffee. At HEB's expense, Coffee Traders shall sign all papers,

make all rightful oaths and do all lawful acts as may be reasonably necessary or reasonably desirable for HEB to perfect, enforce and defend the rights assigned under this Agreement.

4. **Limited Right of Sell-Off.** Coffee Traders shall have the right to dispose of its currently existing inventory of coffee bearing the HILL COUNTRY mark for a period of two (2) years from the Effective Date; provided, however, that such disposal shall be accomplished only through those retail or other distribution channels that have previously been utilized by Coffee Traders for its HILL COUNTRY coffee.

5. **Dismissal of Cancellation.** Within ten (10) days of the Effective Date, HEB shall cause to be filed with the PTO papers sufficient to effect the dismissal of Cancellation No. 31,058 with prejudice.

6. **Confidentiality.** The parties hereto agree to keep the financial terms of this Agreement strictly confidential among them and agree not to disclose the same to any third person or party or to the public, unless such disclosure is:

- a. By one of the parties in a legal proceeding concerning or relating to the enforcement, construction or fact of this Agreement;
- b. Otherwise ordered by a court of competent jurisdiction (including a duly issued subpoena) or other governmental authority; or
- c. Pursuant to a confidentiality agreement with a third party who requests such disclosure and who is engaged, or contemplates engaging, in a bona fide business transaction with Coffee Traders or HEB, or their affiliates, successors, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties below.

COFFEE TRADERS, INC.

By: Beth Beall

Name: Beth Beall

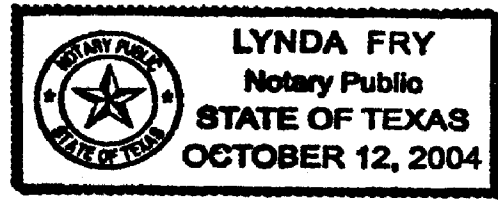
Title: President

Dated effective as of: February 25, 2003

SUBSCRIBED and SWORN to before me this 14th day of February, 2003.

Lynda Fry  
Notary Public

My Commission Expires: 10/12/04



HEB GROCERY COMPANY, L.P.

*Don C. MacNeil*

Name: *Don C. MacNeil*

Title: *Group Vice President*

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