

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vacaville Redevelopment Agency		12/23/2003	Community redevelopment law agency:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nut Tree		
<b>Street Address:</b>	100 Nut Tree Parkway		
<b>City:</b>	Vacaville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95687		
<b>Entity Type:</b>	PARTNERSHIP:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	967685		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-576-0200		
<b>Email:</b>	jcb@townsend.com		
<b>Correspondent Name:</b>	John C. Baum, Esq.		
<b>Address Line 1:</b>	Townsend and Townsend and Crew LLP		
<b>Address Line 2:</b>	Two Embarcadero Center, 8th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3834		
<b>ATTORNEY DOCKET NUMBER:</b>	005368-003400US		
<b>NAME OF SUBMITTER:</b>	John C. Baum, Esq.		
<b>Total Attachments: 2</b>			
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CH \$40.00 967685

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of the effective date of that certain assignment between the parties recorded with the USPTO on May 22, 2001 at Reel 2306 and Frame 0655, is by and between Vacaville Redevelopment Agency, with an address at 650 Merchant Street, Vacaville, CA 95688, (the "Assignor"), and Nut Tree, a partnership with an address at 100 Nut Tree Parkway, Vacaville, CA 95687, (the "Assignee");

WHEREAS, Assignor obtained by the above-referenced assignment all rights, title and interest of every kind, nature or description in and to the trademark listed in Schedule A hereto (hereinafter "the Mark"), including the U.S. Trademark Registration therefore, together with the goodwill pertaining thereto (hereinafter "All Rights in the Mark"); and


WHEREAS, Assignor and Assignee wish for Assignee to own All Rights in the Mark (as defined hereinabove) from the time of the above-referenced assignment as though that assignment had not occurred.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee All Rights in the Mark.


This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns. Assignor agrees to cooperate in executing additional documents and taking such other steps as Assignee may request from time to time to effectuate the purpose of this Assignment. This Assignment merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment through their authorized representatives as of the dates set forth below.

Vacaville Redevelopment Agency, Assignor

By:   
Name: David J. Van Kirk  
Title: Executive Director  
Date: December 23, 2003

Nut Tree, Assignee

By:   
Name: JEFFREY N. FAIRCHILD  
Title: GENERAL PARTNER  
Date: 9/4/03

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TRADEMARK  
REEL: 002769 FRAME: 0744

SCHEDULE A TO TRADEMARK ASSIGNMENT

Pursuant to the attached Trademark Assignment, the following mark is assigned from Vacaville Redevelopment Agency, Assignor, to Nut Tree, Assignee.

MARK

U.S. REGISTRATION NO.

**COFFEE TREE (Design)**

967,685

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