



10-22-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REI 1

J.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): Ocean State Coffee Company 10-17-03
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: Filterfresh Coffee Service, Inc.
Internal Address:
Street Address: 378 University Avenue
City: Westwood State: MA Zip: 02090
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
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: 02/20/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2460270; 2338534 2305020; 2358902
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey A. Smith
Internal Address: Suite 1400
Millen, White, Zelano & Branigan, P.C.
Street Address: 2200 Clarendon Boulevard
City: Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41) \$ 115
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Jeffrey A. Smith
Name of Person Signing
Signature
October 17, 2003
Date
Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/22/2003 6TON11 00000050 2460270

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

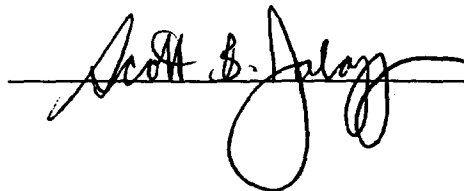
ASSIGNMENT OF TRADEMARKS

1. In consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **OCEAN STATE COFFEE COMPANY**, a corporation whose full postal address and whose principal place of business is 22 Morgan Mill Road, Johnston, Rhode Island 02919 (the "Assignor") hereby assigns, sells, transfers and sets over to and in favour of **FILTERFRESH COFFEE SERVICE, INC.**, a corporation whose full postal address and whose principal place of business is 378 University Avenue, Westwood, Massachusetts 02090 (the "Assignee") all rights of the Assignor to any trademarks licensed to the Assignor by third parties and all of the Assignor's right, title and interest in the United States and worldwide in and to any and all trademarks of the Assignor, including without limitation the trademarks owned by the Assignor as listed in Schedule "A" and the design mark in Exhibit "A1" hereto and any registrations to any of the foregoing trademarks (collectively, the "Trademarks"), along with the goodwill associated with the Trademarks and the right to sue for past infringement and to receive remedies in respect of any such suits, including, without limitation, to retain any damages as a result of such action and including any copyright in the designs forming part of such Trademarks as applicable (collectively, "Intellectual Property").
2. The Assignee hereby accepts the assignments set out in paragraph 1 above.
3. The recording or registration of the assignments granted hereunder shall be in the sole discretion of and shall be the sole responsibility of the Assignee; however, the Assignor agrees to execute any instruments necessary and to do all things necessary to ensure the Assignee can record and register the assignments.
4. The Assignor represents and warrants to the Assignee that the Intellectual Property is owned exclusively by the Assignor and is distinctive of the Assignor's goods and services and the Assignor has all right and authority to make these assignments, except for those third party licensed rights to the Assignor that the Assignor cannot assign.
5. The Assignor acknowledges and covenants that with respect to Intellectual Property that is not exclusively owned by the Assignor, but that is used by the Assignor by licence or agreement with a third-party, it shall use all reasonable commercial efforts to obtain the necessary consents to allow for the Assignor to assign its rights and interests in such Intellectual Property to the Assignee.
6. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

EXECUTED at Johnston, Rhode Island, this 20th day of February, 2003.

OCEAN STATE COFFEE COMPANY

By :



Schedule "A"
Trademarks

REGISTERED TRADEMARKS						
Trademark	Registration No.	Registration Date	Serial No.	Filing Date	Goods and Services	Comments
See design in Exhibit "A1"	2,460,270	June 12, 2001	75-716082	May 27, 1999	Beverageware, namely mugs; clothing, namely, shirts, sweatshirts and hats; coffee	REGISTERED
OCEAN STATE COFFEE	2,338,534	April 4, 2000	75-715731	May 27, 1999	coffee	REGISTERED
OCEAN STATE COFFEE COMPANY	2,305,020	December 28, 2000	75-714632	May 27, 1999	Office coffee supply services; namely, delivering coffee and related condiments, installing, repairing and maintaining coffee machines;	REGISTERED
RHODE ISLAND BLEND	2,358,902	June 13, 2000	75-743440	July 6, 1999	coffee	REGISTERED