# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
North American Coffee Company, Inc.		12/21/2004	CORPORATION: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	Filterfresh Coffee Service, Inc.	
Street Address:	378 University Avenue	
City:	Westwood	
State/Country:	MASSACHUSETTS	
Postal Code:	02090	
Entity Type:	Entity Type: CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2472012	NACCO NORTH AMERICA COFFEE COMPANY

# **CORRESPONDENCE DATA**

Fax Number: (312)630-7388

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

312-368-4058 Phone:

thomas.ryan@piperrudnick.com Email:

Correspondent Name: Thomas W. Ryan P.O. Box 64807 Address Line 1:

DLA Piper Rudnick Gray Cary US LLP Address Line 2: Chicago, ILLINOIS 60664-0807 Address Line 4:

NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	01/26/2005

**REEL: 003015 FRAME: 0845** 

**TRADEMARK** 

Total Attachments: 1 source=nacco#page1.tif

TRADEMARK REEL: 003015 FRAME: 0846

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of the date of execution written below, by and between North America Coffee Company, Inc., an Illinois corporation having a principal place of business at 6949-A North 3000 East Road, Manteno, Illinois 60950 (the "ASSIGNOR") and Filterfresh Coffee Service, Inc., a Delaware corporation having a principal place of business at 378 University Avenue, Westwood, Massachusetts 02090 (the "ASSIGNEE").

**WHEREAS**, ASSIGNOR is the current, sole and record owner of U.S. Trademark Registration Number 2,472,012 for the mark NACCO NORTH AMERICA COFFEE COMPANY (the "Trademark"); and

WHEREAS, ASSIGNEE desires to acquire the entirety of ASSIGNOR'S business, including all right, title and interest in and to the Trademark.

WHEREAS, ASSIGNOR desires to sell, assign and otherwise transfer the Trademark to the ASSIGNEE as part of the aforementioned acquisition.

NOW THEREFORE, for sums paid to ASSIGNOR by ASSIGNEE as part of its acquisition, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE all right, title, and interest in and to the Trademark and all common law rights thereto, together with that portion of ASSIGNOR's business related to the Trademark, including any goodwill of the business symbolized by the Trademark, together with all rights and privileges granted and secured thereto, and the right to recover for past infringement of the Trademark, said rights to be held and enjoyed by the ASSIGNEE, for its own use and benefit and that of its successors, assigns and other legal representatives as fully and entirely the same would have been held and enjoyed by the ASSIGNOR if this Trademark Assignment had not been made. ASSIGNOR represents and warrants that it has not previously assigned or conveyed any interest in the Trademark and that upon ASSIGNOR's execution of this Assignment, ASSIGNEE will acquire all rights in and to the Trademark and any and all applications and registrations therefore, conveyed hereby, free and clear of any liens, pledges, charges, security interests and encumbrances whatsoever.

IN TESTIMONY WHEREOF, ASSIGNOR has executed the Assignment by its proper officers thereunto duly authorized.

NORTH AMERICA COFFEE COMPANY, INC.

Name

Title:

Date:

RECORDED: 01/26/2005

TRADEMARK REEL: 003015 FRAME: 0847