

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Starbucks Corporation		12/31/2004	CORPORATION: WASHINGTON

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Starbucks U.S. Brands, LLC
<b>Street Address:</b>	2525 Starbucks Way
<b>City:</b>	Minden
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89423
<b>Entity Type:</b>	Limited Liability Company: NEVADA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2042126	BASIC BLACK
Registration Number:	2064256	BRAMBLEBERRY
Registration Number:	2078220	CITRON
Registration Number:	2530823	
Registration Number:	2533093	
Registration Number:	2055538	ENVY
Registration Number:	2063452	PASSION
Registration Number:	2048016	PASSION POTION
Registration Number:	2517855	PURE TEA. PURE JUICE. PURE BLISS.
Registration Number:	2002579	REINCARNATION OF TEA
Registration Number:	2043901	SIMPLY RED
Registration Number:	2064762	SIMPLY RED
Registration Number:	2036503	TAZO
Registration Number:	2281225	TAZO

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Registration Number:	2005769	TAZO
Registration Number:	2036502	TAZO
Registration Number:	2043900	TAZOBERRY
Registration Number:	2363121	THE ONLY THING UNREAL IS HOW GOOD IT TASTES
Registration Number:	2363122	THE ONLY THING UNREAL IS HOW GOOD IT TASTES

**CORRESPONDENCE DATA**

Fax Number: (202)408-4400

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

Phone: 202.408.4020

Email: docketing@finnegan.com

Correspondent Name: Julia Anne Matheson

Address Line 1: 901 New York Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-4413

NAME OF SUBMITTER:	Julia Anne Matheson
Signature:	/julia anne matheson/
Date:	02/10/2005

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 31<sup>st</sup> day of December, 2004 by Starbucks Corporation, a Washington corporation, having its principal place of business at 2401 Utah Avenue South, P.O. Box 34067, Seattle, Washington 98124-1067 (“Assignor”), to Starbucks U.S. Brands LLC a Nevada Limited Liability Company, having its principal place of business at 2525 Starbucks Way, Minden, Nevada 89423 (“Assignee”).

### WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the following listed trademarks, which marks are registered in the United States Patent and Trademark Office (“Marks”):

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BASIC BLACK	2,042,126	3/4/1997
BRAMBLEBERRY	2,064,256	5/20/1997
CITRON	2,078,220	7/8/1997
BOTTLE DESIGN (TAZO)	2,530,823	1/15/2002
BOTTLE DESIGN (TAZO)	2,533,093	1/22/2002
ENVY	2,055,538	4/22/1997
PASSION	2,063,452	5/20/1997
PASSION POTION	2,048,016	3/25/1997
PURE TEA. PURE JUICE	2,517,855	12/11/2001
REINCARNATION OF TEA	2,002,579	9/24/1996
SIMPLY RED	2,043,901	3/11/1997
SIMPLY RED	2,064,762	5/27/1997
TAZO	2,036,503	2/11/1997
TAZO	2,281,225	9/28/1999
TAZO (Circle Design)	2,005,769	10/8/1996
TAZO (White Brick Design)	2,036,502	2/11/1997
TAZOBERRY	2,043,900	3/11/1997
THE ONLY THING UNREAL IS HOW GOOD IT TASTES	2,363,121	6/27/2000
THE ONLY THING UNREAL IS HOW GOOD IT TASTES	2,363,122	6/27/2000

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Marks in the United States, together with the goodwill of the business associated therewith, and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and

convey to Assignee all of Assignor's right, title and interest in and to the Marks in the United States, the registrations therefor listed above, together with the goodwill of the business symbolized by the Marks, including, without limitation, Assignor's right, title and interest in and to (1) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Marks in the United States, including, without limitation, damages and payments for past or future infringements thereof in the United States; (2) the right to sue for past, present and future infringements of the Marks in the United States; (3) the right to secure all renewals for the registrations of the Marks; (4) the right to secure registrations for the Marks in the United States; and (5) all rights corresponding thereto in the United States, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

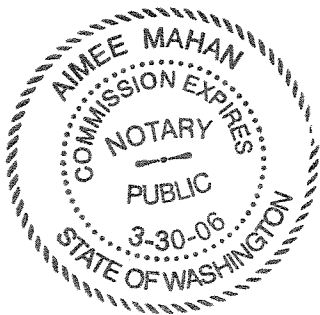
This Trademark Assignment is made in furtherance of, and subject to the terms of that certain Contribution and Assignment Agreement between Starbucks Corporation and Starbucks U.S. Brands Corporation and its successor in interest, Starbucks U.S. Brands, LLC, effective as of September 28, 1997.

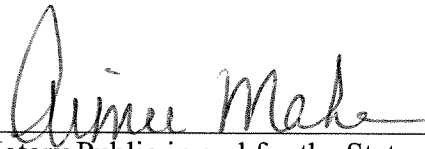
STARBUCKS CORPORATION

By   
Drew M. Paalborg  
Vice President and Assistant General Counsel

On this, the 11<sup>th</sup> day of January, 2005, before me, the undersigned Notary Public, personally appeared Drew M. Paalborg, to me known to be the Vice President and Assistant General Counsel of Starbucks Corporation, and known to me to be duly authorized by Starbucks Corporation to sign the foregoing Trademark Assignment, to be effective as of December 31, 2004, and she acknowledged that he subscribed to the foregoing Trademark Assignment for the purposes and the consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the date first appearing above.



  
Notary Public in and for the State of  
Washington, County of King  
My commission expires: 3-30-2006