

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Associacao Brasileira De Cafes  
Especiais

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Brazil

Execution Date(s) October 31, 2002

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other re-record to replace assignment incorrectly recorded 00302070558
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Alliance for Coffee Excellence, Inc.

Internal

Address:

Street Address: 1935 Alvina Drive

City: Missoula

State: Montana

Country: United States Zip: 59802

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2540624

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word Mark - CUP OF EXCELLENCE Reg. No. 2540624

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: William K. VanCanagan, Esq.

Internal Address:

Street Address: 201 West Main Street

City: Missoula

State: Montana Zip: 59802

Phone Number: (406) 728-0810

Fax Number: (406) 543-0134

Email Address: wvancanagan@dmlaw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5363  
Expiration Date 01/06

b. Deposit Account Number

Authorized User Name

9. Signature: William K. VanCanagan / kt  
Signature

2/12/05  
Date

William K. VanCanagan, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2540624

## ASSIGNMENT OF REGISTRATION OF TRADEMARK

ASSOCIAÇÃO BRASILEIRA DE CAFÉS ESPECIAIS, a Brazilian non-profit corporation with its principal offices located at Alfenas, Brazil (hereinafter referred to as the "Assignor"), has adopted, used and is using a mark which is registered in the United States Patent and Trademark Office, Registration No. 2540624, dated February 19, 2002.

THE ALLIANCE FOR COFFEE EXCELLENCE, INC., a Montana non-profit corporation with its principal offices located at 1935 Alvina Drive, Missoula, MT 59802 (hereinafter referred to as the "Assignee"), desires to acquire such mark and the registration thereof.

In consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged and subject to the terms and conditions hereinafter set forth, Associação Brasileira de Cafés Especiais does hereby assign to The Alliance for Coffee Excellence, Inc., all right, title, and interest in and to the mark described herein, together with the good will of the business symbolized by such mark, in the above-identified registration thereof.

The assignment described herein shall be subject to the following terms and conditions:

1. Events of Default. Any of the following shall constitute an event of default of the Assignee hereunder:

a. Failure by the Assignee to continue to operate the Cup of Excellence program for a period of ninety (90) days after written notice to Assignee by the Assignor specifying such failure; or if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such ninety (90) day period, if the Assignee does not commence the same within such ninety (90) day period and thereafter diligently and continuously prosecutes the same to completion; or

b. If Assignee shall (i) voluntarily be adjudicated a bankrupt or insolvent; (ii) seek, consent to or not contest the appointment of a receiver or trustee for Assignee or for all or any part of Assignee's property; (iii) file a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or any other competent jurisdiction; (iv) make a general assignment for the benefit of Assignee's creditors; or (v) admit in writing Assignee's inability to pay his debts as they mature; and Assignee shall thereafter fail to perform or observe any covenant, condition or agreement on Assignee's part to be performed or observed under this Agreement.

2. Remedies on Default. If Assignee shall default or fail to perform fully and promptly any of the terms of this Assignment and such default shall continue after written notice specifying the default as described in paragraph 1 above is deposited in the United States mail addressed to the Assignee at 1935 Alvina Drive, Missoula, MT 59802, return receipt requested,

or such other address as the Assignee shall provide to the Assignor from time to time, without being completely remedied, satisfied and discharged, the Assignor may, at its option, declare this Assignment to be forfeited and all the rights, privileges and interests of the Assignee to be null, void and at an end. In such event, the Assignor may terminate the escrow in accordance with the provisions set forth in paragraph 3 below.

3. Escrow. It is hereby agreed that an executed copy of this Assignment, together with a Re-Assignment, executed by the Assignee shall be deposited with Datsopoulos, MacDonald & Lind, P.C. of 201 West Main Street, Suite 201, Missoula, MT 59802 (hereinafter referred to as the "Escrow Agent") and said Escrow Agent is hereby instructed that if the Assignee shall default in the terms of this Agreement, and the same at the option of the Assignor is declared forfeited and cancelled by the Assignor, said Escrow Agent is hereby instructed to deliver and return all papers deposited therewith to the Assignor, without the necessity of obtaining any release or consent thereto from the Assignee.

4. Modification of Agreement. No modification or alteration of this Assignment shall be valid and enforceable unless evidenced by writing, and any such writing must be executed by all parties and properly acknowledged.

5. Right to Assign. It is hereby understood and agreed between the parties hereto that neither of them may assign, transfer or sell any of their right, title and interest hereunder without first obtaining the written consent of the other party hereto.

ASSIGNOR:

Associação Brasileira de Cafés Especiais,  
a Brazilian non-profit corporation

By: Manoel B. da  
Its: \_\_\_\_\_

ASSIGNEE:

The Alliance For Coffee Excellence, Inc.,  
a Montana non-profit corporation

By: Manoel B. da  
Its: \_\_\_\_\_



CARTÓRIO DO 1º OFÍCIO  
Rua Arthur Bernardes, 802 - Alfenas - MG  
Reconheço a(s) Firma(s) Manoel B. da  
assinhada(s) por Manoel B. da  
em \_\_\_\_\_ de \_\_\_\_\_ de \_\_\_\_\_  
Alfenas - MG  
Em Test. Manoel B. da  
M. Maria Helena Munhoz Firmadoz - Tabelião  
Wanderluz B. M. F. Manoel - Substituto  
Wanderluz B. M. F. Manoel - Substituto