

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
Ethos Brands, LLC		04/06/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Starbucks Corporation		
Doing Business As:	DBA Starbucks Coffee Company		
Street Address:	2401 Utah Avenue South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98134		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78227050	ETH2OS	
Serial Number:	78362773	ETHOS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.408.4020		
Email:	docket@finnegan.com		
Correspondent Name:	Julia Anne Matheson		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-4413		
ATTORNEY DOCKET NUMBER:	08984.0290-00000		
NAME OF SUBMITTER:	Julia Anne Matheson		

OP \$65.00 78227050

Signature:	/Julia Anne Matheson/
Date:	11/30/2005
Total Attachments: 4 source=Assignment document#page1.tif source=Assignment document#page2.tif source=Assignment document#page3.tif source=Assignment document#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment of Intellectual Property") is executed and delivered as of April 6, 2005, between Ethos Brands LLC, a Delaware limited liability company, whose address is 12838 Short Avenue, Los Angeles, California 90066 ("Assignor"), and Starbucks Corporation, a Washington corporation, whose address is 2401 Utah Avenue South, Seattle, Washington 98134 ("Assignee") pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of April 6, 2005 by and between Assignee and Assignor. Pursuant to the Agreement, Assignee is acquiring substantially all of the assets used or held for use by Assignor in connection with its business of selling bottled water. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

WHEREAS, Assignor is the owner of the IP Assets, including without limitation, the registrations and applications for any of the IP Assets listed on Schedule 1 which is attached hereto and incorporated by this reference (the "Registered Intellectual Property");

WHEREAS, Assignee wishes to acquire said IP Assets, including without limitation, the Registered Intellectual Property;

WHEREAS, pursuant to the Agreement, Assignor transferred to Assignee, and Assignee accepted, all of right, title and interest in and to said IP Assets, including without limitation, the Registered Intellectual Property; and

WHEREAS, the purpose of this document is to confirm, complete and memorialize such transfer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the IP Assets, including without limitation, the Registered Intellectual Property, together with the goodwill associated therewith, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action in law or in equity for past, present or future infringement of said IP Assets, including without limitation, the Registered Intellectual Property, and to all rights corresponding to the foregoing throughout the world.

Assignor shall execute and deliver to Assignee such other instruments of transfer and to do all such other acts and things as shall be reasonably necessary or appropriate to vest in Assignee title to the IP Assets and the Registered Intellectual Property, to secure and preserve Assignee's rights hereunder, or to enforce, defend or confirm Assignee's right to exploit those rights, and to comply with the purposes and intent of this Assignment of Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of April 6, 2005.

Ethos Brands LLC

By: Peter Thum
Peter Thum, President

STATE OF CALIFORNIA §
§
COUNTY OF LOS ANGELES §

On this 6th day of April, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Peter Thum, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Notary Public [Signature]
Acknowledged by:



Starbucks Corporation

By: _____
Michael Casey, executive vice president,
chief financial officer
and chief administrative officer

STATE OF WASHINGTON §
§
COUNTY OF KING §

On this 6th day of April, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Casey, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of April 6, 2005.

Ethos Brands LLC

By: _____
Peter Thum, President

STATE OF CALIFORNIA §
§
COUNTY OF LOS ANGELES §

On this 6th day of April, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Peter Thum, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Notary Public

Acknowledged by:

Starbucks Corporation

By: *Michael Casey*
Michael Casey, executive vice president,
chief financial officer
and chief administrative officer

STATE OF WASHINGTON §
§
COUNTY OF KING §

On this 6th day of April, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Casey, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Notary Public

Steph Beale

SEA.162463y2.24663-2390

SCHEDULE 1 TO
ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
ETH2OS (Stylized)	78/227,050	March 18, 2003
ETHOS	78/362,773	Feb. 2, 2004

Domain Names

Ethoswater.com
Ethoswater.org
Ethoswater.net

Ethosinternational.org
Ethosinternational.com