

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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):
Boyd Coffee Company

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Escape The Daily Grind, LLC
Internal
Address: _____
Street Address: 307 S. Loudon Street
City: Winchester
State: Virginia
Country: US Zip: 22601

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other, limited liability company Citizenship Virginia

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 25, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

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) 1,370,435

Additional sheet(s) attached? Yes No

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

ESCAPE THE DAILY GRIND-Registered November 12, 1985

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

Name: Ian D. Tiley
Internal Address: Williams Mullen
P.O. Box 1320, Richmond, Virginia 23218-1320
Street Address: 1021 East Cary Street
City: Richmond
State: Virginia Zip: 23219
Phone Number: 804-783-6431
Fax Number: 804-783-6507
Email Address: itley@williamsmullen.com

6. Total number of applications and registrations involved: 1

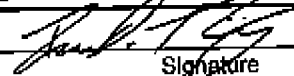
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0766
Authorized User Name Ian D. Tiley

9. Signature:  November 4, 2005
Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

CH \$40.00 500766 1370435

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark agreement ("Agreement") is dated as of October 18, 2005 and is between BOYD COFFEE COMPANY, an Oregon corporation ("Boyd") and ESCAPE THE DAILY GRIND, LLC, a Virginia limited liability company ("Daily Grind").

WHEREAS, Boyd began using the trademark "Escape the Daily Grind" (the "Mark") approximately twenty-one (21) years ago and owns Federal Trademark Registration No. 1,370,435 for use of the Mark in connection with coffee (the "Registration") and has derived significant goodwill and name recognition as a result thereof; and

WHEREAS, Daily Grind is desirous of acquiring all right, title and interest of Boyd in and to the Mark, and the goodwill associated therewith.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Boyd hereby assigns to Daily Grind, and its successors and assigns, and Daily Grind accepts, all of Boyd's right, title and interest in and to the Mark and the Registration, and the goodwill of the business symbolized thereby, and all rights to sue for past infringement and to receive any recoveries therefor.
2. In consideration of the terms and provisions set forth in this Agreement, Daily Grind has delivered to Boyd the principal sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), in immediately available funds.
3. Boyd represents and warrants to Daily Grind that, to the best knowledge of Boyd it is the sole owner of the Mark and the Registration, free and clear of any and all liens and/or claims.
4. Boyd represents and warrants to Daily Grind that it has not granted any licenses or other rights to any third party to use the Mark and has not otherwise assigned any rights to the Mark or the Registration to any third party, or entered into any agreement with a third party which would conflict with this Agreement. No third party has claimed that Boyd's use of the Mark infringes the trademark rights of any third party.
5. Boyd agrees to provide to Daily Grind reasonable samples of Boyd's first and subsequent use of the Mark.
6. Boyd shall execute any further documents and, at Daily Grind's expense, provide such other assistance as may be reasonably requested by Daily Grind to complete this assignment, and to provide evidence of Boyd's first and subsequent use of the Mark.

7. Boyd hereby agrees not to challenge, or cause a third party to challenge, the validity and ownership by Daily Grind of the Mark, and not to seek to register, defend, compromise or dispute any rights in and to the Mark.

8. Boyd will reasonably cooperate, at Daily Grind's cost (including Boyd's reasonable attorney's fees), with Daily Grind in the prosecution of any action brought to protect any variation of the Mark. This shall include, but not be limited to, providing testimony regarding and evidence of Boyd's use of the Mark. Daily Grind shall have the sole and exclusive right to sue for an alleged infringement of the Mark and to retain all recoveries and any other revenues deriving therefrom.

9. THE RIGHTS ASSIGNED HEREUNDER ARE "AS IS" WITHOUT ANY WARRANTY OF TITLE OR RIGHTS MADE BY BOYD TO DAILY GRIND WITH RESPECT TO THE REGISTERED MARK OR ANY VARIATION THEREOF, OR THE EXTENT OF BOYD'S PRIOR AND CURRENT USE OF THE MARK. ANY LIABILITY RELATING TO THE USE OF THE MARK BY DAILY GRIND AND TO DAILY GRIND'S BUSINESS SHALL REST WITH DAILY GRIND, AND BOYD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY THEREFOR.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. This Agreement shall be construed under the laws of the Commonwealth of Virginia, exclusive of its conflicts of laws provisions. This Agreement constitutes the entire agreement between the parties hereto with respect to the transfer of ownership of the Mark.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

BOYD COFFEE COMPANY
an Oregon corporation

COMPANY
SEAL

By: [Signature]
Name: David D Boyd
Title: CO - CEO + President

ESCAPE THE DAILY GRIND, LLC,
a Virginia limited liability company

COMPANY
SEAL

By: [Signature]
Name: Richard Randall
Title: MEMBER

STATE OF OREGON
CITY/COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this 25 day of October, 2005, by David Boyd, who is the Co-CEO + President of Boyd Coffee Company, an Oregon corporation, on behalf of the corporation.

Sara M. Miner
Notary Public

My Commission expires: August 5, 2007



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Quincy

The foregoing instrument was acknowledged before me this 21 day of October, 2005, by Richard Paulinas who is the member of Escape The Daily Grind, LLC, a Virginia limited liability company, on behalf of the company.

[Signature]
Notary Public

My Commission expires: 4/30/06

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