

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
Ciao Foods, Inc.		03/03/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Tully's Coffee Corporation		
Street Address:	3100 Airport Way South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98134		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2369199	BELLACCINO	
CORRESPONDENCE DATA			
Fax Number:	(206)682-6031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-622-4900		
Email:	kevinc.docketing@seedip.com		
Correspondent Name:	Kevin S. Costanza		
Address Line 1:	701 Fifth Avenue		
Address Line 2:	Suite 6300		
Address Line 4:	Seattle, WASHINGTON 98104-7092		
ATTORNEY DOCKET NUMBER:	910114.001		
NAME OF SUBMITTER:	Kevin S. Costanza		
Signature:	/KSC/		

CH \$40.00 2369199

Date:

03/03/2006

Total Attachments: 2

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ASSIGNMENT

WHEREAS, Ciao Foods, Inc. (hereinafter referred to as "Assignor"), a corporation organized under the laws of the State of Massachusetts, having a mailing address of 285 D Cabot Street, Beverly, Massachusetts 01915, has adopted and used in connection with its business the trademark "BELLIACCINO" (hereinafter referred to as "Trademark"), and has registered the Trademark in the United States Patent and Trademark Office under Registration No. 2,369,199, which issued July 18, 2000 (hereinafter referred to as "Registration"); and

WHEREAS, Tully's Coffee Corporation (hereinafter referred to as "Assignee"), a corporation organized under the laws of the State of Washington, having a mailing address of 3100 Airport Way South, Seattle, Washington 98134, is desirous of acquiring all the right, title and interest of Assignor in, to and under the Trademark and the Registration, together with the goodwill of the business associated with the Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, Assignor, by these presents, does sell, assign and transfer unto Assignee the entire right, title and interest in and to the Trademark, the Registration, the goodwill in connection therewith, all claims for damages by reason of past infringement of the Trademark or the Registration, and the right to sue for and collect such damages.

CIAO FOODS, INC.

3/3/06
Date

Richard L. Marino
By: Richard L. Marino
Its: President

State of Massachusetts
County of Essex } ss.

I certify that I know or have satisfactory evidence that Richard L. Marino signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President for Ciao Foods, Inc., to be

the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated March 3, 2006

Suzanne M. Finney
Notary Public

My appointment expires 3-6-2009

Printed Name SUZANNE M. FINNEY

My appointment expires 3-6-2009

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