

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
Jardine Foods, Inc.		03/06/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Arabica Funding, Inc.		
Street Address:	445 Broad Hollow Road		
Internal Address:	Suite 239		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2588295	CAMPFIRE	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 343-2178		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Elizabeth C. Buckingham		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Elizabeth C. Buckingham		
Signature:	/Elizabeth C. Buckingham/		
Date:	03/09/2006		

CH \$40.00 2588295

Total Attachments: 2

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ASSIGNMENT

This ASSIGNMENT, effective as of the date of the last signature set forth below, is entered into by and between Jardine Foods, Inc. ("Jardine"), a Texas corporation having its principal place of business at 1 Chisholm Trail, Buda, Texas 78610 and Arabica Funding, Inc. ("Arabica"), a Delaware corporation having its principal place of business at 445 Broad Hollow Road, Suite 239, Melville, New York 11747 (collectively the "Parties").

WHEREAS, Jardine is the owner of a registration on the Principal Register of the U.S. Patent and Trademark Office for the trademark CAMPFIRE for "ground coffee" in International Class 30, and identified as Registration No. 2,588,295 (the "CAMPFIRE Mark").

WHEREAS, Arabica is desirous of acquiring all rights, title and interest in and to the CAMPFIRE Mark.

WHEREAS, the Parties have contemporaneously entered into that certain Settlement Agreement concerning the CAMPFIRE Mark and certain related marks.

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

1. Assignment of Mark. Jardine hereby sells, assigns, transfers and conveys to Arabica all rights, title and interest in and to the CAMPFIRE Mark, together with all associated goodwill, to be held and enjoyed by Arabica as fully and entirely as said interest could have been held and enjoyed by Jardine if this sale, assignment and transfer had not been made.
2. Assignment of Cause of Action. Jardine further sells, assigns, transfers and conveys to Arabica all rights, title and interest in and to any and all causes of action and rights of recovery for past infringement of the CAMPFIRE Mark.
3. Cooperation. Jardine hereby covenants and agrees to promptly execute all papers prepared at the expense of Arabica which are deemed necessary or desirable by Arabica to perfect in it the rights, title and interest herein conveyed.
4. Warranty of No Conflict of Rights. Jardine hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights herein granted. Jardine makes no other representation or warranty, express or implied, as to the status or validity of the CAMPFIRE Mark.
5. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of Arabica, its successors, assigns, and/or legal representatives, and shall be binding upon Jardine, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, the Parties have executed this Assignment and such Assignment is effective as of the last date indicated below.

JARDINE FOODS, INC.

By: 

Name: Ed Jackson

Title: Exec. V.P. Operations

Date: 3/6/2006

ARABICA FUNDING, INC.

By: 

Name: Bernard J. Angelo

Title: Vice President

Date: 1-27-06