



103474779

R SHEET
ONLY

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

80.1111

1. Name of conveying party(ies):

Jungle Java, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Coffee Masters, Inc.

Internal _____

Address: _____

Street Address: 7606 Industrial Dr.

City: Spring Grove

State: IL

Country: USA

Zip: 60081

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Illinois
- Other _____ Citizenship _____

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) January 3, 2008

- Assignment
- Security Agreement
- Other License Agreement
- Merger
- Change of Name

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)

1,851,611

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
JUNGLE JAVA BLEND Application Serial No. 74/416,929

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

Name: Herbert J. Singer

Internal Address: Silverman, Cass & Singer, Ltd.

Street Address: 105 W. Adams St., Suite 2020

City: Chicago

State: IL Zip: 60603

Phone Number: 312-726-6006

Fax Number: 312-726-2520

Email Address: hjs374@aol.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 _____
Authorized User Name _____

9. Signature:

Herbert J. Singer
Signature

January 9, 2008
Date

Herbert J. Singer

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 1450, Alexandria, VA 22313-1450

01/11/2008 09:00 AM
01 FC:8521
00000188 1851611
40.00 00

License Agreement

THIS AGREEMENT, made and effective as of the 3rd day of January, 2008 by and between Jungle Java, Inc. a Michigan corporation, with a principal place of business at 6481 Canton Road, Canton, Michigan 48187, (hereinafter "Licensor"); and Coffee Masters, Inc. an Illinois corporation, with a principal place of business at Spring Grove, IL, (hereinafter "Licensee").

WHEREAS, Licensee heretofore has used the Mark: "Jungle Java Blend® on and in connection with coffee ("the Mark"):

WHEREAS, Licensor has received from Licensee an assignment of the Mark and its associated U.S. Registration (Reg. No. 1,851,611 and the goodwill of the business symbolized thereby; and

WHEREAS, Licensee wishes to continue using the Mark with respect to the business conducted by Licensee with such goods, and Licensor is willing to permit such use of the Mark by Licensee on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, and intending to be legally bound, the parties hereby agree as follows:

1. DEFINITIONS:

The capitalized terms used herein shall have the respective meanings as defined above and in this paragraph 1:

<u>Term</u>	<u>Meaning</u>
"MARK"	The mark in block letter or any other form.
"PRODUCTS"	Bagged coffee products.

2. GRANT:

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a fully paid, exclusive, non-revocable license to use the Mark on and in connection with Licensee's advertising and sale of the Products without geographic limitation. Licensee agrees the license granted to Licensee shall not prevent Licensor from selling bagged coffee using the Mark through its authorized retail stores.

3. OWNERSHIP:

(a) Licensee acknowledges that the Mark and all rights therein and the goodwill associated therewith belong to Licensor.

(b) Licensee agrees that it will not challenge or attack Licensor's rights to the Mark or the validity of this Agreement, will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing such rights of Licensor, will not use the Mark on goods or services other than Products and will not do anything else inconsistent with the rights of Licensor.

4. QUALITY STANDARDS AND MAINTENANCE; PROMOTION:

(a) Licensee agrees that the nature and quality of all goods and services rendered by Licensee in connection with the Mark shall conform to standards prescribed by Licensor, and that Licensee will not depart from such prescribed standards without Licensor's advance written permission, provided however, that Licensor agrees that Licensee's routine coffee processing practices, as they may be amended from time to time, meet Licensor's quality standards.

(b) Licensee agrees to use the Mark only in the form and manner, and with appropriate legends, as reasonably prescribed by Licensor from time to time.

5. RESPONSIBILITY, RELATIONSHIP AND INDEMNITY:

Each party understands and agrees that:

(a) Licensee is an independent contractor, responsible for the supply of all goods and services to Licensee's customers and for development of all associated materials and information other than the quality standards prescribed by Licensor, and Licensee shall have no power or right to make any commitment binding or obligating Licensor in any manner. Nothing herein shall be construed as placing the parties in an agency, partnership or joint venture relationship, and Licensee shall not represent itself as having any such relationship with Licensor or that Licensee is in any other way associated with Licensor except as a licensee under this Agreement. Nothing herein shall be deemed to constitute a marketing plan with respect to the products.

(b) Licensee shall indemnify and hold Licensor harmless from and against all claims and liabilities arising from Licensee's sale of goods under the Mark.

(c) Licensor shall indemnify and hold Licensor harmless from and against all claims and liabilities arising from Licensor's business operations under the Mark.

6. INFRINGEMENT:

Licensee agrees to promptly notify Licensor of (a) any unauthorized use of the Mark by third parties, and (b) any infringement or similar third party claims based on Licensee's use of the Mark, as soon as any such use or claim may come to Licensee's attention. Licensor shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim, and, at the request and expense of Licensor, Licensee agrees that it will cooperate with Licensor in any enforcement or defense action or effort which Licensor may take to protect or to defend Licensor's rights in the Mark and/or Licensee's right to use the Mark under this Agreement.

7. **INTERPRETATION OF AGREEMENT:** This Agreement shall be interpreted in accordance with the laws of the state of Illinois.

8. **COMMUNICATIONS:** All notices and other communications from one party to the other shall be addressed to the parties at the addresses given above.

9. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this License shall be binding upon and shall inure to the benefit of the parties and their successors, heirs, and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement on October 4, 2007.

COFFEE MASTERS, INC.

By: Mike Ebert
[Typed name of authorized signer] MIKE EBERT
Its: [Title of authorized signer] PRESIDENT
Dated: January 3, 2008

JUNGLE JAVA, INC.

By: Denise L. Mehl
[Typed name of authorized signer] Denise L. Mehl
Its: [Title of authorized signer]
Dated: 10/4/07