

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OCEAN STATE COFFEE COMPANY		02/20/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	FILTERFRESH COFFEE SERVICE, INC.		
Street Address:	378 University Avenue		
City:	Westwood		
State/Country:	MASSACHUSETTS		
Postal Code:	02090		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3199979	GREAT COFFEE IS JUST THE BEGINNING!	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0317		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	01/23/2008		

OP \$40.00 3199979

Total Attachments: 4

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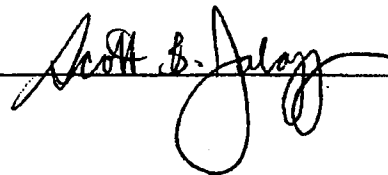
ASSIGNMENT OF TRADEMARKS

1. In consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OCEAN STATE COFFEE COMPANY, a corporation whose full postal address and whose principal place of business is 22 Morgan Mill Road, Johnston, Rhode Island 02919 (the "Assignor") hereby assigns, sells, transfers and sets over to and in favour of FILTERFRESH COFFEE SERVICE, INC., a corporation whose full postal address and whose principal place of business is 378 University Avenue, Westwood, Massachusetts 02090 (the "Assignee") all rights of the Assignor to any trademarks licensed to the Assignor by third parties and all of the Assignor's right, title and interest in the United States and worldwide in and to any and all trademarks of the Assignor, including without limitation the trademarks owned by the Assignor as listed in Schedule "A" and the design mark in Exhibit "A1" hereto and any registrations to any of the foregoing trademarks (collectively, the "Trademarks"), along with the goodwill associated with the Trademarks and the right to sue for past infringement and to receive remedies in respect of any such suits, including, without limitation, to retain any damages as a result of such action and including any copyright in the designs forming part of such Trademarks as applicable (collectively, "Intellectual Property").
2. The Assignee hereby accepts the assignments set out in paragraph 1 above.
3. The recording or registration of the assignments granted hereunder shall be in the sole discretion of and shall be the sole responsibility of the Assignee; however, the Assignor agrees to execute any instruments necessary and to do all things necessary to ensure the Assignee can record and register the assignments.
4. The Assignor represents and warrants to the Assignee that the Intellectual Property is owned exclusively by the Assignor and is distinctive of the Assignor's goods and services and the Assignor has all right and authority to make these assignments, except for those third party licensed rights to the Assignor that the Assignor cannot assign.
5. The Assignor acknowledges and covenants that with respect to Intellectual Property that is not exclusively owned by the Assignor, but that is used by the Assignor by licence or agreement with a third-party, it shall use all reasonable commercial efforts to obtain the necessary consents to allow for the Assignor to assign its rights and interests in such Intellectual Property to the Assignee.
6. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

EXECUTED at Johnston, Rhode Island, this 20th day of February, 2003.

OCEAN STATE COFFEE COMPANY

By: _____



OR_LAW5234743 v4

TRADEMARK
REEL: 003702 FRAME: 0089

**Schedule "A"
Trademarks**

REGISTERED TRADEMARKS						
Trademark	Registration No.	Registration Date	Serial No.	Filing Date	Goods and Services	Comments
See design in Exhibit "A1"	2,460,270	June 12, 2001	75-716082	May 27, 1999	Beverageware, namely mugs; clothing, namely shirts, sweatshirts and hats; coffee	REGISTERED
OCEAN STATE COFFEE	2,338,534	April 4, 2000	75-715731	May 27, 1999		REGISTERED
OCEAN STATE COFFEE COMPANY	2,305,020	December 28, 2000	75-714632	May 27, 1999	Office coffee supply services; namely, delivering coffee and related condiments, installing, repairing and maintaining coffee machines;	REGISTERED
RHODE ISLAND BLEND	2,358,902	June 13, 2000	75-743440	July 6, 1999	coffee	REGISTERED

GREAT COFFEE
IS JUST THE
BEGINNING!

3,199,979 January 23, 2007 76/018937 April 5, 2000 Registered

Exhibit A1

See Attached.

/S234743/4

Int. Cls.: 21, 25, and 30

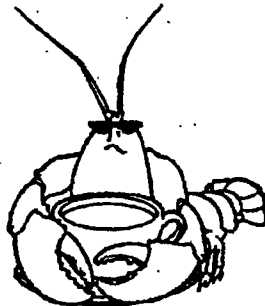
Prior U.S. Cls.: 2, 13, 22, 23, 29, 30, 33, 39, 40, 46, and 50

United States Patent and Trademark Office

Reg. No. 2,460,270

Registered June 12, 2001

**TRADEMARK
PRINCIPAL REGISTER**



OCEAN STATE COFFEE COMPANY (RHODE
ISLAND CORPORATION)
20 MORGAN MILL ROAD
JOHNSTON, RI 02919

FOR: BEVARAGEWARE; NAMELY MUGS, IN
CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FIRST USE 9-1-1999; IN COMMERCE 9-1-1999.

FOR: CLOTHING; NAMELY, SHIRTS, SWEAT-
SHIRTS, AND HATS, IN CLASS 25 (U.S. CLS. 22 AND
39).

FIRST USE 9-1-1999; IN COMMERCE 9-1-1999.

FOR: COFFEE, IN CLASS 30 (U.S. CL. 46).

FIRST USE 9-1-1999; IN COMMERCE 9-1-1999.

SN 75-716,082, FILED 5-27-1999.

JERI J. FICKES, EXAMINING ATTORNEY

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