# P \$40,00 2891

# 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**

Formerly	Execution Date	Entity Type
	104/30/2007	LIMITED LIABILITY COMPANY:
		04/30/2007

# **RECEIVING PARTY DATA**

Name:	Lifesong Coffee, LLC	
Also Known As:	AKA Copper Moon Coffee, LLC	
Street Address:	415 Columbia Street, Suite 3200	
City:	Lafayette	
State/Country:	INDIANA	
Postal Code:	47901	
Entity Type:	LIMITED LIABILITY COMPANY:	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2891961	COPPER MOON

### **CORRESPONDENCE DATA**

Fax Number: (765)742-7641

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7657429066

Email: asg@bennettlaw.com
Correspondent Name: Andrew S. Gutwein

Address Line 1: 415 Columbia Street, Suite 1000 Address Line 4: Lafayette, INDIANA 47901

ATTORNEY DOCKET NUMBER:	13636-2
NAME OF SUBMITTER:	Andrew S. Gutwein
Signature:	/Andrew S. Gutwein/

TRADEMARK REEL: 003707 FRAME: 0930

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Date:	01/31/2008
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source=Copper Moon Trademark Assignment#page4.tif	

# COPPER MOON TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Assignment</u>") is entered into this 30th day of April, 2007 by and between Crystal Food Services, LLC, an Indiana limited liability company, ("<u>Assignor</u>"), and Lifesong Coffee, LLC, an Indiana limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into that certain <u>ASSET</u>

<u>PURCHASE AGREEMENT</u>, dated as of April 30, 2007 (the "<u>Agreement</u>") pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the trademarks listed on Exhibit A attached hereto (the "<u>Trademarks</u>").

WHEREAS, pursuant to the Agreement, the parties wish to enter into this Assignment to transfer the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, sells, assigns and transfers to Assignee, its successors and assigns, all worldwide right, title and interest, legal and equitable, in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks. The assignment of the Trademarks granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Trademarks, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith. Assignor shall, at its own cost and expense, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

This instrument may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this instrument to produce or account for more than one such counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of the date first written above.

CRYSTAL FOOD SERVICES, LLC

Name: Vack J. Y

LIFESONG COFFEE, LLC

By: \_\_\_\_\_\_\_Name: Title:

Signature Page to Copper Moon Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of the date first written above.

# **CRYSTAL FOOD SERVICES, LLC**

By:
Name:
Title:
LIFESONG COFFEE, LLC
(.) $()$ $()$
X Y ATIMIA
By: Shu h. GINTIM
Name:

Title:

Signature Page to Copper Moon Trademark Assignment Agreement



Mark and the second sec	RegaNo.	Registration Date:
Copper Moon	2,891,961	October 5, 2004

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**RECORDED: 01/31/2008**