

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Boyd Coffee Company		06/30/2008	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank
Street Address:	1300 SW Fifth Avenue, MAC P6101-144
City:	Portland
State/Country:	OREGON
Postal Code:	97201
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 75**

Property Type	Number	Word Mark
Serial Number:	77035620	BOYDS ROASTERY
Serial Number:	78358349	HI-REV
Serial Number:	78470544	NO WIMPS ALLOWED
Serial Number:	78717871	BOYDS
Serial Number:	78883400	BOYDS SINCE 1900
Serial Number:	78905202	ORIGIN TO CUP
Registration Number:	3325548	COFFEE PROFILER
Registration Number:	3274551	SIMPLY GREAT COFFEE SINCE 1900
Registration Number:	3218078	BOYDS
Registration Number:	3146956	NO WIMPS ALLOWED
Registration Number:	3126775	BOYDS TEA
Registration Number:	3012300	HI-REV
Registration Number:	3008761	BEVERAGE LEADER
Registration Number:	2964379	AIRPOT VISOR

CH \$1890.00 77035620

Registration Number:	2948343	
Registration Number:	2868326	SILVER CREEK ROASTERS
Registration Number:	2815516	MARKET ROAST
Registration Number:	2807526	ROSE CITY ROASTERS
Registration Number:	2801849	RIP CITY COFFEE
Registration Number:	2776280	COFFEE HOUSE BLENDS
Registration Number:	2771750	BOYDS COFFEE
Registration Number:	2755179	COFFEE HOUSE ROASTERS
Registration Number:	2736758	BARISTA COFFEE
Registration Number:	2733176	
Registration Number:	2731365	CAFE ROJAS
Registration Number:	2727965	SILVER MOON ROASTERS
Registration Number:	2716489	
Registration Number:	2712868	COFFEE HOUSE ROASTERS
Registration Number:	2698620	SILVERMOON ROASTERS
Registration Number:	2696556	PALISADES BAY ROASTERS
Registration Number:	2689372	TIMBER FALLS ROASTERS
Registration Number:	2686419	FRENCH NO. 6
Registration Number:	2636741	KENYAN ROYALE
Registration Number:	2631420	ITALIA D'ORO FRESCANTE
Registration Number:	2593788	PERCIVAL BOYD'S TEAS OF ORIGIN
Registration Number:	2579427	COFFEE HOUSE CHAI
Registration Number:	2567983	COFFEE HOUSE CIDER
Registration Number:	2502665	TEAS OF ORIGIN
Registration Number:	2486914	COFFEE HOUSE CAPPUCCINOS
Registration Number:	2400168	COFFEE HOUSE FREEZERS
Registration Number:	2300750	ISLAND MIST
Registration Number:	2109723	VIAGGIO
Registration Number:	1932987	ESPRESSO SOLO
Registration Number:	1915221	TODAY FOODS
Registration Number:	1913576	MOCHACCINO
Registration Number:	1913198	TECHNI-BREW
Registration Number:	1844292	BOYDS
Registration Number:	1837990	TODAY
Registration Number:	1836953	TODAY

Registration Number:	1829521	ITALIA D'ORO
Registration Number:	1789276	
Registration Number:	1731405	RITE-NOW
Registration Number:	1723573	B
Registration Number:	1676131	THE REAL COFFEE EXPERTS
Registration Number:	1645916	TCW
Registration Number:	1639390	EARL ON ICE
Registration Number:	1630228	THE REAL COFFEE EXPERTS
Registration Number:	1596279	CARTS OF GOLD
Registration Number:	1576653	COFFEE
Registration Number:	1556710	ITALIA D'ORO
Registration Number:	1545515	CREMY RICH
Registration Number:	1544708	ITALIA D'ORO
Registration Number:	1537552	VIENNESE MEDALLION
Registration Number:	1494437	MEDALLION
Registration Number:	1468924	TECHNI-BREW
Registration Number:	1346576	COFFEE HOUSE ROASTERS
Registration Number:	1341288	GOURMET MEDALLION
Registration Number:	1310576	THE REAL COFFEE EXPERTS
Registration Number:	1307925	
Registration Number:	1307924	RED WAGON
Registration Number:	1232261	FINE COFFEE & MUCH MORE-
Registration Number:	0827239	RED WAGON
Registration Number:	0782274	FLAV-R-FLO
Registration Number:	0547711	
Registration Number:	0547042	BOYDS

**CORRESPONDENCE DATA**

Fax Number: (206)359-9000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 206-359-8000  
Email: pctrademarks@perkinscoie.com  
Correspondent Name: Grace Han Stanton of Perkins Coie LLP  
Address Line 1: 1201 Third Avenue, Suite 4800  
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 02941-0257

NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	07/25/2008

**Total Attachments: 32**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 30, 2008, is made by and between Boyd Coffee Company, an Oregon corporation having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

### Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:  
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,  
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security

Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's

taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. **Company's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.



7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Oregon without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

[SIGNATURES ON NEXT PAGE]

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

19730 NE Sandy Blvd.  
Portland, OR 97230  
Attn: Chief Financial Officer

BOYD COFFEE COMPANY

By [Signature]  
Its Co-President *CEO + PRESIDENT*

Wells Fargo Bank, National Association  
MAC P6101-144  
1300 SW Fifth Avenue  
Portland, OR 97201

WELLS FARGO BANK, NATIONAL ASSOCIATION

By \_\_\_\_\_  
Its Vice President

*is this part of the address?*

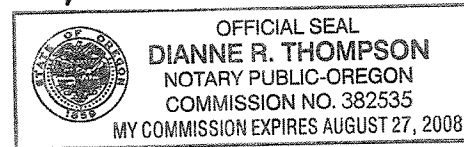
STATE OF OREGON

) YES

COUNTY OF MULTNOMAH

The foregoing instrument was acknowledged before me this 30 day of June, 2008, by DAVID D. BOYD, the Co-President of Boyd Coffee Company, an Oregon corporation, on behalf of the corporation. *CEO + President*

[Signature]  
Notary Public



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

\_\_\_\_\_  
Notary Public

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

19730 NE Sandy Blvd.  
Portland, OR 97230  
Attn: Chief Financial Officer

BOYD COFFEE COMPANY

By \_\_\_\_\_  
Its Co-President

Wells Fargo Bank, National Association  
MAC P6101-144  
1300 SW Fifth Avenue  
Portland, OR 97201

*is this part of the address?*

WELLS FARGO BANK, NATIONAL ASSOCIATION

By Karen Kenney  
Its Vice President

STATE OF OREGON

COUNTY OF MULTNOMAH

*YES*

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, the Co-President of Boyd Coffee Company, an Oregon corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF Colorado )  
  )  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 7 day of July, 2008, by Karen Kenney, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Sheila M Jordan  
Notary Public

my Commission Expires 7/20/2009

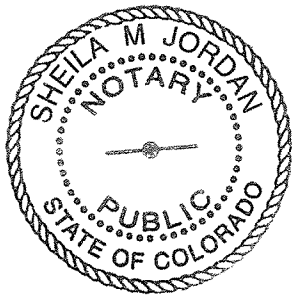


EXHIBIT A

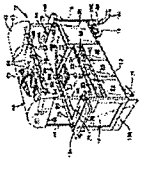
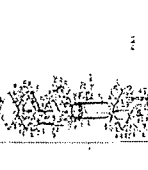
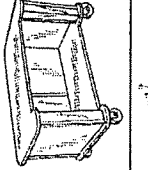
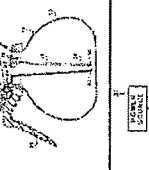
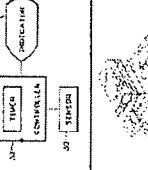

PATENTS

**SEE ATTACHED**

**BOYD COFFEE COMPANY**

**U.S. and Foreign Patent Status List as of April 9, 2008**

Prepared by Kolisch Hartwell, P.C.

KH Matter	Title	Country	Inventors	Serial No.	File Date	Patent No.	Issue Date	Expiration Date	Patent Type	Drawing	Status
BYD 305	Hot Beverage Preparation and Dispensing Cart	USA	David D. Boyd, Michael W. Johnson	07/415,199	9/29/1989	4,974,500	12/4/1990	9/29/2009	Utility		Maintenance fees paid until expiration
BYD 309	Beverage Brewer With Interlocking Component Parts for Nontool Assembly/Disassembly	USA	Michael W. Johnson	07/662,580	2/28/1991	5,217,288	6/8/1993	2/28/2011	Utility		Maintenance fees paid until expiration
BYD 31102	Beverage Cart With Inset Panels	France	Michael W. Johnson	924475	7/16/1992	317836	8/31/1992	7/16/2017	Design		Renewal due 7/16/2017
BYD 323	Beverage Quality Control Apparatus and Method	USA	Michael W. Johnson and Christopher J. Engler	09/245,578	2/5/1999	6,092,126	5/16/2000	2/5/2019	Utility		3rd maintenance fee due 11/16/2011
BYD 323A	Beverage Quality Control Apparatus and Method	USA	Michael W. Johnson and Christopher J. Engler	09/532,104	3/21/2000	6,202,540	3/20/2001	2/5/2019	Utility		2nd maintenance fee due 9/20/2008
BYD 324	Service Cart	USA	Michael W. Johnson and Christopher J. Engler	29/104,652	5/10/1999	D426,691	6/13/2000	6/13/2014	Design		No maintenance fees due







BYD 328	Device for Preparing Milk Froth for Cappuccino	USA	Michael W. Johnson and David Wheeler	10/25/1,517	9/19/2002	6,786,138	9/7/2004	9/19/2022	Utility		2nd maintenance fee due 3/7/2012
BYD 329	Airport Visor	USA	Michael W. Johnson	29/174,238	1/13/2003	D494,810	8/24/2004	8/24/2018	Design		No maintenance fees due

EXHIBIT B

TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS


**SEE ATTACHED**

**BOYD COFFEE COMPANY**  
**U.S. and Foreign Trademark Status List as of April 9, 2008**  
**Prepared by Kolisch Hartwell, P.C.**



KH Matter	Title	Country	Serial No.	File Date	Reg. No.	Issue Date	Expiration Date	Goods/Services	Status
222.1	DESIGN MISC. (Coffee Cup in Circle Design) 	USA	71/548,570	2/2/1948	547,711	9/11/1951	9/11/2011	coffee, tea	Renewal due 9/11/2011.
3276	RED WAGON & Design 	Oregon		3/29/1966	T-10427	3/29/1966	3/29/2011	coffee, tea, spices	Renewal submitted 1/4/2006. Next renewal due 3/29/2011.
3276.1	RED WAGON	USA	72/207,108	11/30/1964	827,239	4/11/1967	4/11/2017	coffee	Renewed 4/11/2007. Renewal due 4/11/2017.
3283	BOYDS (Stylized) 	USA	71/548,569	2/2/1948	547,042	8/28/1951	8/28/2011	coffee, tea, cocoa	Amended (to remove apostrophe) 10/2001. Renewal due 8/28/2011.
3289	FINE COFFEE & MUCH MORE	USA	73/143,699	10/5/1977	1,232,261	3/22/1983	3/22/2013	distributorship services in the field of food and household products for restaurants and institutions	Renewed 2/18/2003. Renewal due 3/22/2013.
3296.2	TODAY	Canada		7/31/1979	278942	4/22/1983	4/22/2013	coffee, tea, cocoa, dry salad dressing mixes, dry soup and gravy, sauce mixes, dry pudding and gel mixes	Renewal due 4/22/2013.
3297	COFFEE HOUSE ROASTERS	USA	73/458,816	12/27/1983	1,346,576	7/2/1985	7/2/2015	coffee	Renewed 2/28/2005. Renewal due 7/2/2015.
3299	THE REAL COFFEE EXPERTS	USA	73/435,130	7/18/1983	1,310,576	12/18/1984	12/18/2014	coffee delivery services	Renewal due 12/18/2014.
3299A	THE REAL COFFEE EXPERTS	USA	74/017,215	1/8/1990	1,676,131	2/18/1992	2/18/2012	coffee delivery services	Renewal due 2/18/2012.
3303	GOURMET MEDALLION	USA	73/512,257	12/6/1984	1,341,288	6/11/1985	6/11/2015	coffee	Renewal due 6/11/2015.
3303.1	GOURMET MEDALLION	Canada	543161	6/5/1985	316425	7/18/1986	7/18/2016	coffee	Renewal due 7/18/2016.
3303.3	GOURMET MEDALLION	Japan	576167/1985		1983591	9/21/1987	9/21/2017	coffee	Application for re-classification filed 10/10/2007. Renewal due 9/21/2017.
3305	DESIGN MISC. (Red Wagon Logo) 	USA	73/460,486	1/11/1984	1,307,925	12/4/1984	12/4/2014	coffee makers, coffee, candy	Renewal due 12/4/2014.
3308	RED WAGON	USA	73/460,485	1/11/1984	1,307,924	12/4/1984	12/4/2014	candy (renewed for candy only)	Renewal due 12/4/2014.
3317	ESCAPE THE DAILY GRIND	USA	73/539,200	5/23/1985	1,370,435	11/12/1985	11/12/2005	coffee	Registration assigned to Escape the Daily Grind, LLC prior to 2005 renewal deadline.









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402	TECHNI-BREW (word mark)	USA	73/617,741	9/2/1986	1,468,924	12/15/1987	12/15/2017	electric hot beverage brewers and serving pots primarily for commercial use	Renewal due 12/15/2017.
40201	TECHNI-BREW (word mark)	Canada	593296	10/9/1987	350532	1/27/1989	1/27/2019	electric hot beverage brewing equipment and serving pots	Renewed 12/22/2003. Next renewal due 1/27/2019.
40215-11	TECHNI-BREW (word mark)	Japan	132581		4350662	1/14/2000	1/14/2010	electric hot beverage brewers	Renewal due 1/14/2010.
40215-21	TECHNI-BREW (word mark)	Japan	132582		4030235	7/18/1997	7/18/2017	vacuum bottles (serving pots, carafes, etc.)	Renewed 4/18/2007. Next renewal due 7/18/2017.
40222	TECHNI-BREW (word mark)	CTM	2,214,591	5/15/2001	2,214,591	7/28/2003	5/15/2011	Classes 7, 11, 20 and 21	Renewal due 5/15/2011.
408	ITALIA D'ORO	USA	73/703,229	12/28/1987	1,544,708	6/20/1989	6/20/2009	coffee and cocoa	Renewal due 6/20/2009.
40804	ITALIA D'ORO	CTM	2,217,222	5/15/2001	2,217,222	3/11/2003	5/15/2011	Classes 21, 30, 32 and 42	Renewal due 3/15/2011. Seniority claims filed 3/15/2005. Italian and French seniority claims recorded 5/24/2005. Sent instructions to agent to file opposition to Lidl's "ITAL D'ORO" mark 4/1/08.
40804P3	Opposition No. B1304726, Boyd Coffee Company v. Lidl Stiftung & Co.	CTM	2,217,222						Opposition to Lidl's CTM App. No. 6149207 for "ITAL D'ORO" filed 4/22/08; Cooling-off period ends 6/23/08; Statement of Case due 8/22/08. Lidl response due 10/23/08. Renewal due 7/15/2009.
41001	DESIGN MISC. (Cup/Saucer Logo) 	Canada	665440	8/31/1990	430356	7/15/1994	7/15/2009	brewers, grinders, servers, water conditioners, cups and coffee filters	Renewal due 7/15/2009.
411	MEDALLION	USA	73/688,836	10/9/1987	1,494,437	6/28/1988	6/28/2008	coffee	Renewal due 6/28/2008. Per TC 3/26/08, client wants to renew and will send specimen.
41101	MEDALLION	Canada	597758	12/24/1987	448956	10/20/1995	10/20/2010	coffee	Renewal due 10/20/2010.
413	CREMY RICH (Stylized) <b>crémy rich</b>	USA	73/689,735	10/15/1987	1,545,515	6/27/1989	6/27/2009	instant dry cocoa mix	Renewal due 6/27/2009.
41501	MOCHACCINO	Canada	652946	3/14/1990	381383	3/8/1991	3/8/2021	instant dry cocoa mix containing coffee	Renewed 11/22/2005. Next renewal due 3/8/2021. Will abandon registration per 5/30/08 e-mail.
415A	MOCHACCINO	USA	74/370,182	3/22/1993	1,913,576	8/22/1995	8/22/2015	instant dry cocoa mix containing coffee	Renewal due 8/22/2015.
41601	STOMACH FRIENDLY	Canada	741108		442338	4/28/1995	4/28/2010	coffee	Renewal due 4/28/2010.
417	VIENNESE MEDALLION	USA	73/747,814	8/23/1988	1,537,552	5/2/1989	5/2/2009	coffee	Renewal due 5/2/2009.









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422	ITALIA D'ORO	USA	73768,498	12/9/1988	1,556,710	9/19/1989	9/19/2009	electric coffee brewers, mobile serving cart for use as a coffee bar, paper cups, cocoa mix; restaurant services and retail store services specializing in coffee, tea, espresso & snices.	Renewal due 9/19/2009.
42201	ITALIA D'ORO	Canada	633380	6/2/1989	375162	11/2/1990	11/2/2020	electric coffee brewers, mobile service cart for use as a coffee bar, paper cups, cocoa mix, restaurant services and retail store services specializing in coffee, tea, espresso and snices.	Renewal due 11/2/2020.
42202	ITALIA D'ORO	Italy	40147C/89	6/7/1989	572580	7/14/1992	6/7/2009	Classes 11, 20, 21, 30 and 42	Renewal due 6/7/2009. (No need to renew because senior claim granted in CTM. See BYD 40804.)
42203-29	ITALIA D'ORO	Japan	66208/1989	6/9/1989	2722567	7/25/1997	7/25/2007	mixes of cocoa and coffee	Renewed 4/26/2007.
42207-30	ITALIA D'ORO	Mexico	219043		489734	4/27/1995	12/5/2014	"mixes of cocoa and coffee"	Renewed 9/15/2004. Next renewal due 12/5/2014.
42213	ITALIA D'ORO	Philippines	123520	8/12/1997	4-1997-123520	7/8/2004	7/8/2024	coffee and flavoring syrup	Affidavit of Use due 7/8/2010. Renewal due 7/8/2024.
42214-1	ITALIA D'ORO	Chile	438456	1/20/1999	554871	12/3/1999	12/3/2009	electric coffee brewers, mobile serving cart for use as a coffee bar, paper cups	Renewal due 12/3/2009.
42214-2	ITALIA D'ORO	Chile	438457	1/20/1999	554872	12/3/1999	12/3/2009	coffee, cocoa and syrups	Renewal due 12/3/2009.
42214-3	ITALIA D'ORO	Chile	438458	1/20/1999	554873	12/3/1999	12/3/2009	restaurant services and retail store services specializing in coffee, tea, espresso and snices	Renewal due 12/3/2009.
424	COFFEE & Steaming Cup Design 	USA	73796,773	5/1/1989	1,576,653	1/9/1990	1/9/2010	coffee	Renewal due 1/9/2010.
427	CARTS OF GOLD	USA	73830,362	10/6/1989	1,596,279	5/15/1990	5/15/2010	mobile espresso/coffee carts	Renewal due 5/15/2010.
42901	DESIGN MISC (Logo of Venice Gondolier) 	Canada	648958	1/17/1990	387793	8/16/1991	8/16/2021	coffee and cocoa	Renewed 5/2/2006. Next renewal due 8/16/2021.

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42904	DESIGN MISC (Logo of Venice Gondolier) 	Benelux	69260		484515	5/2/1991	2/9/2010		Renewal due 2/9/2010.
429A	DESIGN MISC (Venetian Gondolier design) 	USA	76065,691	6/7/2000	2,948,343	5/10/2005	5/10/2015	coffee and cocoa	Declaration Under 8 & 15 due 5/10/2011.
430	EARL ON ICE	USA	74011,672	12/18/1989	1,639,390	3/26/1991	3/26/2011	iced tea	Renewal due 3/26/2011.
43001	EARL ON ICE	Canada	652529	3/8/1990	385959	6/21/1991	6/21/2021	iced tea	Renewed 3/16/2006. Next renewal due 6/21/2021.
432	THE REAL COFFEE EXPERTS	USA	74022,142	1/24/1990	1,630,228	1/1/1991	1/1/2011	coffee	Renewal due 1/1/2011.
43201	THE REAL COFFEE EXPERTS	Canada	655316	4/9/1990	423531	2/25/1994	2/25/2009	coffee, coffee delivery services	Renewal due 2/25/2009.
433	DESIGN MISC. (Steaming B in a Square Design) 	USA	74218,325	11/4/1991	1,723,573	10/13/1992	10/13/2012	electric hot beverage brewers, beverage cups, dried soup bases, coffee, tea, cocoa, cider mixes	Declaration Under 8 & 15 due 10/13/2008.
43301-30	DESIGN MISC. (Steaming B Logo) 	Mexico	136445		418621	7/23/1992	3/30/2012	coffee, tea and cocoa	Renewal due 3/30/2012.
43302	DESIGN MISC. (Steaming B Logo) 	Canada	698234	2/4/1992	417861	10/8/1993	10/8/2008	electric hot beverage brewers and serving pots, beverage cups, dried soup bases and dried soup mixes, coffee, tea, cocoa, dried gravies, cider mixes, refreshment delivery services	Renewal due 10/7/2008. Per 5/29/08 meeting with D. Boyd, we will not renew this registration.
43306-9	DESIGN MISC. (Steaming B Logo) 	Japan	23177/1992		2702104	12/22/1994	12/22/2014	electric hot beverage brewers and serving pots	Renewed 11/1/2004. Next renewal due 12/22/2014.





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43306-29	DESIGN MISC. (Steaming B Logo) 	Japan	23178/1992		2704214	2/28/1995	2/28/2015	tea, coffee and cocoa in International Class 30 (reclassified from Class 29)	Renewed 11/1/2004. Next renewal due 2/28/2015.
43311-4	DESIGN MISC. (Steaming B Logo) 	Taiwan	82003677		64951	8/1/1993	6/30/2013		Renewed 4/1/2003. Next renewal due 6/30/2013.
43311-19	DESIGN MISC. (Steaming B Logo) 	Taiwan	82003680		615485	10/16/1993	10/15/2013		Renewed 5/14/2003. Next renewal due 10/15/2013.
43311-25	DESIGN MISC. (Steaming B Logo) 	Taiwan	82003679		610206	9/1/1993	8/31/2013		Renewed 5/14/2003. Next renewal due 8/31/2013.
43312	DESIGN MISC. (Steaming B Logo) 	UK	1489743		1489743	1/29/1993	11/4/2008		Renewal due 11/4/2008.
43313	Steaming B & Design 	CTM	2,216,190	5/15/2001	2,216,190	8/28/2003	5/15/2011	Classes 11, 21, 29, 30, 32, 35, 39 and 42	Renewal due 5/15/2011.
43314	Steaming B & Design 	Philippines	4-2003-0000106	1/6/2003	4-2003-00106	12/31/2005	12/31/2015	electric hot beverage brewers and coffee	Declaration of Actual Use due 12/31/2011.
445	TCW	USA	74/064,998	6/4/1990	1,645,916	5/28/1991	5/28/2011	automatic electric coffee/hotwater machine	Renewal due 5/28/2011.
44813	BOYDS & Design 	Switzerland	1334/19914		387974	1/6/1992	2/26/2011	coffee, preparations for mixing non-alcoholic beverages	Renewal due 2/26/2011.





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45701	RIP CITY	Canada	761,533	8/15/1994	455,027	3/8/1996	3/8/2011	coffee	Renewal due 3/8/2011.
458	RITE-NOW	USA	74/182,495	7/5/1991	1,731,405	11/10/1992	11/10/2012	gravy mix	Renewed 9/21/2002. Declaration Under 8 & 15 due 11/10/2008. Renewal due 8/5/2009.
45901	JUST BREW QUALITY	Canada	690975	10/2/1991	431,380	8/5/1994	8/5/2009	electric coffee and hot water makers for commercial and domestic use; coffee, tea	Renewal due 10/20/2010.
46612	ESPRESSO ENTERTAINMENT CENTER	Canada	761532	8/15/1994	449,167	10/20/1995	10/20/2010	espresso carts	
468A	ISLAND MIST	USA	75/437,781	2/20/1998	2,300,750	12/14/1999	12/14/2009	tea	Declaration Under 8 & 15 submitted 2/15/2005. Renewal due 12/14/2009.
468A1	ISLAND MIST	Canada	886228	7/31/1998	527212	5/2/2000	5/2/2015	tea	Renewal due 5/2/2015.
469	BOYDS	USA	74/344,853	12/31/1992	1,844,292	7/12/1994	7/12/2014	electric hot beverage brewers and serving pots primarily for commercial use; dried soup bases and dried soup mixes; coffee, tea, cocoa and dried gravies; cider mixes; refreshment and delivery services . . .	Renewal due 7/12/2014.
46901	BOYDS	Canada	730068	6/11/1993	455718	3/22/1996	3/22/2011	electric hot beverage brewers and serving pots, beverage cups, dried soup bases and dried soup mixes, coffee, tea, cocoa, dried gravies, cider mixes, refreshment delivery services	Renewal due 3/22/2011.
46903-30	BOYDS	Japan	131837/1993	12/28/1993	4073792	10/24/1997	10/24/2017	coffee, tea, cocoa, dried gravies, sauce mixes, dry pudding, dried gravy mixes, desserts, instant dry hot cocoa mix, gravy, salad dressing	Renewal due 10/24/2017.
46907-19	BOYDS	Taiwan	82048797		642132	6/1/1994	9/15/2011	coffee, tea, cocoa and cider	Renewal due 9/15/2011.
46907-25	BOYDS	Taiwan	82048798		643490	5/16/1994	5/15/2014.	dried soup bases, dried soup, gravies	Renewed 3/16/2004. Next renewal due 5/15/2014.
46908-11	BOYDS	Mexico	216073		484901	3/13/1995	10/21/2014	electric hot beverage brewers and serving pots	Renewed September 15, 2004. Next renewal due October 21, 2014.
46908-21	BOYDS	Mexico	215239		480190	11/22/1994	10/11/2014	beverage cups	Renewed September 15, 2004. Next renewal due October 11, 2014.
46908-30	BOYDS	Mexico	215159		481389	12/4/1994	10/10/2014	coffee, tea, cocoa and dried gravies	Renewed September 15, 2004. Next renewal due October 10, 2014.
46909-1	BOYDS	Chile	438454		548683	9/24/1999	9/24/2009		Renewal due 9/24/2009.
46909-2	BOYDS	Chile	438453		548682	9/24/1999	9/24/2009		Renewal due 9/24/2009.
46909-3	BOYDS	Chile	438455		548684	9/24/1999	9/24/2009		Renewal due 9/24/2009.
46910	BOYDS	Philippines	4-1998-07838	10/20/1998	4-1998-007838	2/7/2004	2/7/2014	Classes 11, 21, 29, 30, 32 and 39	Affidavit of Use due 2/7/2010. Expires 2/7/2014.
46911	BOYDS	CTM	1903764	10/16/2000	1,903,764	4/22/2002	10/16/2010	Classes 30 and 32 (coffee, tea, syrups, etc.)	Renewal due 10/16/2010.

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47001	COFFEE AND CHOCOLATE LIKE NEVER BEFORE	Canada	723003		430235	7/8/1994	7/8/2009	coffee, cocoa/chocolate, candy	Renewal due 7/8/2009.
473	DESIGN MISC (Cup/Saucer and Sunburst Logo) 	USA	74/341,497	12/21/1992	1,789,276	8/24/1993	8/24/2013	non-electric coffee makers for domestic and commercial use; hand-operated coffee grinders; non electric coffee services not of precious metal, coffee cups; dried soup bases and mixes	Renewal due 8/24/2013.
47301	MISC. DESIGN (Cup/Saucer and Sunburst Logo) 	Canada	730187	6/2/1993	442,756	5/12/1995	5/12/2010	electric hot beverage brewers and serving pots, non-electric coffee makers for domestic and commercial use, hand coffee grinders, non-electric coffee servers not of precious metal, and cups	Renewal due 5/12/2010.
474	ITALIA D'ORO 	USA	74/359,175	2/16/1993	1,829,521	4/5/1994	4/5/2014	flavoring syrups	Renewal due 4/5/2014. Recordation of registration with U.S. Customs and Border Protection renewed 4/5/2004. Renewal of Customs recordation due by 4/5/2014.
47401	ITALIA D'ORO	Canada	734705	8/10/1993	442312	4/28/1995	4/28/2010	flavoring syrups	Response demonstrating use of mark submitted 12/18/2003. Renewal due 4/28/2010.
477	TODAY	USA	74/389,883	5/13/1993	1,836,953	5/17/1994	5/17/2014	dried soup bases, dried soup mixes, salad dressings and instant eggnog mix	Renewal due 5/17/2014.
47701	TODAY	Canada	737945	9/29/1993	442327	4/28/1995	4/28/2010	dried soup bases, dried soup mixes, salad dressings, instant dry hot egg nog mix, non-fruit sauces, dried gravy mixes, desserts, instant dry hot cocoa mix, instant dry lemonade/artificially sweetened lemonade mix, instant dry pink lemonade/artificially sweetened pink lemonade mix, instant dry fruit punch mix, instant dry hot cider mix/artificially sweetened hot cider mix	Renewal due 4/28/2010.
47702-30	TODAY	Japan	132584			5/31/1994	5/31/2004	dried soup bases, dried soup mixes, salad dressings	Refiled and assigned Serial No. 91114/2002.
478	TODAY & Design 	USA	74/389,800	5/13/1993	1,837,990	5/31/1994	5/31/2014	dried soup bases, dried soup mixes, salad dressings, and instant eggnog mixes	Renewal due 5/31/2014.

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47801	TODAY & Design 	Canada	738489	10/6/1993	445570	7/28/1995	7/28/2010	dried soup bases, dried soup mixes, salad dressings, instant dry hot egg nog mix, non-fruit sauces, dried gravy mixes, desserts, instant dry hot cocoa mix, instant dry lemonade/artificially sweetened lemonade mix, instant dry pink lemonade/artificially sweetened pink lemonade mix, instant dry fruit punch mix, instant dry hot cider mix/artificially sweetened hot cider mix.	Renewal due 7/28/2015.
47807-25	Encircled Sunburst with TODAY 	Taiwan	82057100		643534	8/29/1995	8/29/2005		Renewal due 8/29/2005.
480 48001	TODAY FOODS TODAY FOODS	USA Canada	74/442,886 748169	10/1/1993	1,915,221 461167	8/29/1995 8/16/1996	8/29/2015 8/16/2011	dried soup bases dried soup bases, dried soup mixes, salad dressings and instant dry hot egg nog mix, non-fruit sauces, dried gravy mixes, desserts, instant dry hot cocoa mix, instant dry lemonade/artificially sweetened lemonade mix, instant dry pink lemonade/artificially sweetened pink lemonade mix, instant dry fruit punch mix, instant dry hot cider mix/artificially sweetened hot cider mix.	Renewal due 8/29/2015. Renewal due 8/16/2011.
482	TECHNI-BREW & Design (Sunburst) 	USA	74/562,375	8/18/1994	1,913,198	8/22/1995	8/22/2015	electric hot brewers and serving pots primarily for commercial; non-electric coffee makers for domestic and commercial use, hand-operated coffee grinders, non-electric coffee servers, not of precious metal, and cups.	Renewal due 8/22/2015.
48201	TECHNI-BREW & Design (Sunburst) 	Canada	763251		464244	10/18/1996	10/18/2011	electric hot beverage brewers and serving pots, non-electric coffee makers for domestic and commercial use, hand coffee grinders, non-electric coffee servers not of precious metal, and cups	Renewal due 10/18/2011.

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485	ESPRESSO SOLO	USA	74/585,338	10/13/1994	1,932,987	11/17/1995	11/7/2015	coffee	Renewal due 11/7/2015.
48501	ESPRESSO SOLO	Canada	780035		500489	9/11/1998	9/11/2013	espresso pods for use in espresso machines	Renewal due 9/11/2013.
48901	KOKAPELI	Canada	798682		504306	11/19/1998	11/19/2013	flavoring syrups	Renewal due 11/19/2013.
492	VIAGGIO	USA	75/044,729	1/17/1996	2,109,723	10/28/1997	10/28/2017	coffee	Renewal due 10/28/2017.
49201	VIAGGIO	Canada	820133		516368	9/15/1999	9/15/2014	coffee	Renewal due 9/15/2014.
49203	VIAGGIO	Japan	1278471996		4189063	9/18/1998	9/18/2008	coffee	Renewal due 9/18/2008. Per 5/29/08 meeting with D. Boyd, we will not renew this registration.
49205	VIAGGIO	Philippines	120883	5/22/1997	4-1997-120883	2/7/2004	2/7/2024	coffee	Affidavit of Use due 2/7/2010. Expires 2/7/2024.
49210	VIAGGIO	Canada	820133		516368	4/24/1998	4/24/2013	coffee	Renewal due 4/24/2013.
49301	BOYDS BARISTA COFFEE	Canada	807773		493713	4/24/1998	4/24/2013	coffee	Renewal due 4/24/2013.
49303	BOYDS BARISTA COFFEE	Japan	1278481996		4189064	9/18/1998	9/18/2008	coffee	Renewal due 9/18/2008. Per 5/29/08 meeting with D. Boyd, we will not renew this registration.
49305	BOYDS BARISTA COFFEE	Philippines	4-1997-120884	5/22/1997	4-1997-120884	2/7/2004	2/7/2009	coffee	Affidavit of Use due 2/7/2009. Expires 2/7/2024.
49307	BOYDS BARISTA COFFEE	Taiwan	85061336	7/10/1997	786,264	11/16/1997	9/15/2011	coffee	Renewal due 9/15/2011.
49308	BOYDS BARISTA COFFEE	Chile	438452		548681	3/15/1999	3/15/2014	coffee	Renewal due 3/15/2014.
4A501	BOYDS MARKET CAFE	Canada	856538		519455	11/16/1999	11/16/2014	hot and cold coffee, hot chocolate and spiced cider	Renewal due 11/16/2014.
4C101	BOYDS BARISTA COFFEE	Canada	842009	4/11/1997	509,374	3/15/1999	3/15/2014	beverage cups and refreshment delivery services	Renewal due 3/15/2014.
4E2	COFFEE HOUSE FREEZERS	USA	75/867,856	12/9/1999	2,400,168	10/31/2000	10/31/2010.	coffee-, tea-, and espresso-based granita beverages and mixes for making coffee, tea and espresso-based granita beverages, fruit-flavored granita beverages and mixes for making fruit-flavored granita beverages and non-coffee based granita beverages	Declaration Under 8 & 15 filed 5/4/2006. Renewal due 10/31/2010.
4E201	COFFEE HOUSE FREEZERS	Canada	1049679	3/8/2000	599,823	1/19/2004	1/19/2019	hot and cold coffee and espresso-based beverages, hot and cold fruit- and eggnog-flavored beverages and mixes for making hot and cold fruit- and eggnog-flavored beverages	Renewal due 1/19/2019.









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4E202	COFFEE HOUSE FREEZERS	Taiwan	89032064	6/7/2000	995,556	4/16/2002	4/15/2012	coffee-, tea-, and espresso-based granita beverages and mixes for making coffee, tea and espresso-based granita beverages; fruit-flavored granita beverages and mixes for making fruit-flavored granita beverages and non-coffee based granita beverages	Renewal due 4/15/2012.
4E203	COFFEE HOUSE FREEZERS	Philippines	4-2001-0005328	7/24/2001	4-2001-0005328	5/21/2004	5/21/2014	coffee-, tea-, and espresso-based granita beverages and mixes for making coffee, tea and espresso-based granita beverages; fruit-flavored granita beverages and mixes for making fruit-flavored granita beverages and non-coffee based granita beverages	Affidavit of Use due 5/21/2010. Renewal due 5/21/2014.
4E3	COFFEE HOUSE CAPPUCCINOS	USA	75/868,358	12/9/1999	2,486,914	9/11/2001	9/11/2011	hot and cold coffee- and espresso-based beverages and mixes for making hot and cold coffee- and espresso-based beverages therefor	Declaration Under 8 & 15 submitted 9/5/2007. Renewal due 9/11/2011.
4E301	COFFEE HOUSE CAPPUCCINOS	Canada	1061955	6/6/2000	576,448	2/26/2003	2/26/2018	hot and cold coffee- and espresso-based beverages; hot and cold fruit- and eggnog-flavored beverages and mixes for making hot and cold fruit- and eggnog-flavored beverages	Renewal due 2/26/2018.
4E302	COFFEE HOUSE CAPPUCCINOS	Taiwan	89032065	6/7/2000	988422	3/1/2002	2/29/2012	hot and cold coffee- and espresso-based beverages	Renewal due 2/29/2012.
4E401	COFFEE HOUSE ROASTERS	Philippines	4-1999-02799	4/22/1999	4-1999-02799	10/21/2002	10/21/2012	coffee	Notarized (not authenticated/legalized) Affidavit of Use due 10/21/2008. Renewal due 10/21/2012. D. Boyd will provide us with information necessary to file the Declaration of Actual Use
4E5	TEAS OF ORIGIN	USA	75/732,214	6/17/1999	2,502,665	10/30/2001	10/30/2011	tea	Declaration Under 8 & 15 submitted 9/11/2007. Renewal due 10/30/2011. Renewal due 8/22/2017.
4E501	TEAS OF ORIGIN	Canada	1041266	12/30/1999	566,267	8/22/2002	8/22/2017	tea	Declaration Under 8 & 15 submitted 10/12/2007. Renewal due 6/11/2012.
4E7	COFFEE HOUSE CHAI	USA	75/803,244	9/20/1999	2,579,427	6/11/2002	6/11/2012	tea-based beverages and mixes for making tea-based beverages	Renewal due 6/11/2012.
4E701	COFFEE HOUSE CHAI	Canada	1049678	3/8/2000	579,789	4/23/2003	4/23/2018	tea-based beverages and mixes for making tea-based beverages	Renewal due 4/23/2018.
4E8	COFFEE HOUSE COCOA	USA	75/803,246	9/20/1999	2,559,577	4/9/2002	4/9/2012	cocoa and mixes for making cocoa	Renewal due 4/9/2012.
4E801	COFFEE HOUSE COCOA	Canada	1049675	3/8/2000	575,914	2/19/2003	2/19/2018	cocoa and mixes for making cocoa	Renewal due 2/19/2018.
4E9	COFFEE HOUSE CIDER	USA	75/803,245	9/20/1999	2,567,983	5/7/2002	5/7/2012	sweet cider and mixes for making sweet cider	Renewal due 5/7/2012.



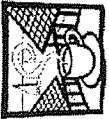
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4E901	COFFEE HOUSE CIDER	Canada	1049684	3/8/2000	574,695	1/29/2003	1/29/2018	cider and mixes for making cider	Renewal due 1/29/2018.
4F9	AVALON BAY ROASTERS	USA						coffee	On hold per client's request.
4G4	PERCIVAL BOYD'S TEAS OF ORIGIN	USA	76/106,570	8/8/2000	2,593,788	7/16/2002	7/16/2012	tea	Renewal due 7/16/2012.
4G401	PERCIVAL BOYD'S TEAS OF ORIGIN	Canada	1081672	11/3/2000	588,891	9/4/2003	9/4/2018	tea	Renewal due 9/4/2018.
4G5	ROSE CITY ROASTERS	USA	76/315,438	9/21/2001	2807526 (Supp. Register)	1/20/2004	1/20/2014	coffee	Registered on the Supplemental Register. Declaration Under 8 & 15 due 1/20/2010.
4G5A	ROSE CITY ROASTERS	Oregon		8/7/2003	T37015	8/7/2003	8/7/2008	coffee	Renewal due 8/7/2008. Per 5/29/08 meeting with D. Boyd, we will not renew this registration.
4G6	SILVER MOON ROASTERS	USA	76/321,351	10/3/2001	2,727,965	6/17/2003	6/17/2013	coffee	Declaration Under 8 & 15 due 6/17/2009.
4G601	SILVER MOON ROASTERS	Canada	1,132,943	3/4/2002	586,028	7/25/2003	7/25/2018	coffee	Renewal due 7/25/2018.
4G8	TIMBER FALLS ROASTERS	USA	76/328,317	10/19/2001	2,689,372	2/18/2003	2/18/2013	coffee	Declaration Under 8 & 15 due 2/18/2009. Per TC with client 3/26/08, client wants to abandon.
4G801	TIMBER FALLS ROASTERS	Canada	1,134,195	3/13/2002	592,581	10/20/2003	10/20/2018	coffee	Renewal due 10/20/2018.
4H1	KENYAN ROYALE	USA	76/166,018	11/14/2000	2,636,741	10/15/2002	10/15/2012	coffee	Declaration Under 8 & 15 due 10/15/2008. Per TC with client 3/26/08, client wants to abandon.
4H101	KENYAN ROYALE	Canada	1,101,325	4/27/2001	580,110	4/29/2003	4/29/2018	coffee	Renewal due 4/29/2018.
4H3	COFFEE HOUSE BLENDS	USA	76/249,929	5/2/2001	2,776,280	10/21/2003	10/21/2013	coffee	Declaration Under 8 & 15 due 10/21/2009.
4H301	COFFEE HOUSE BLENDS	Canada	1,117,344	10/2/2001	591,059	9/29/2003	9/29/2018	coffee	Renewal due 9/29/2018.
4H401	BOYD COFFEE COMPANY	CTM	2,215,655	5/15/2001	2,215,655	12/16/2002	5/15/2011	electric coffee brewers, mobile serving cart for use as a coffee bar, paper cups, cocoa mix, restaurant services and retail store services specializing in coffee, tea, espresso and spices, flavoring syrup, electric hot beverage brewers and serving pots, beverage cups, dried soup and mixes, coffee, tea, cocoa, dried gravies, and refreshment delivery services	Renewal due 5/15/2011.
4H5	FLAV-R-FLO	USA	72/175,628	8/23/1963	782,274	12/29/1964	12/29/2014	coffee making equipment	Renewal due 12/29/2014.
4H8	RUDOLPH'S ROAST	USA	76/325,647	10/15/2001	2,892,304	10/12/2004	10/12/2014	coffee	Registration assigned to GT Merchandising, per license agreement.
4H801	RUDOLPH'S ROAST	Canada	1,135,335	3/25/2002				coffee	Application assigned to GT Merchandising.


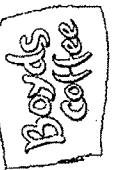
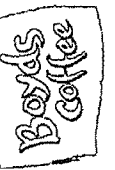
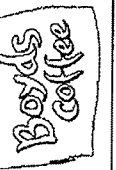
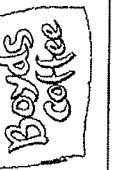
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411	COFFEE HOUSE ROASTERS & Design (Trac) 	USA	76/326,644	10/16/2001	2,755,179	8/26/2003	8/26/2013	coffee	Declaration Under 8 & 15 due 8/26/2009.
41101	COFFEE HOUSE ROASTERS & Design (Trac) 	Canada	1,134,197	3/13/2002	609,704	5/7/2004	5/7/2019	coffee	Renewal due 5/7/2019.
412	COFFEE HOUSE ROASTERS & Design (Conte) 	USA	76/327,686	10/19/2001	2,712,868	5/6/2003	5/6/2013	coffee	Declaration Under 8 & 15 due 5/6/2009.
41201	COFFEE HOUSE ROASTERS & Design (Conte) 	Canada	1,134,196	3/13/2002	599,102	1/12/2004	1/12/2019	coffee	Renewal due 1/12/2019.
413	DESIGN MISC. (Timber Falls Roasters Design) 	USA	76/343,524	11/28/2001	2,733,176	7/1/2003	7/1/2013	coffee	Declaration Under 8 & 15 due 7/1/2009.
41301	DESIGN MISC. (Timber Falls Roasters Design) 	Canada	1,138,436	4/23/2002	614,667	7/12/2004	7/12/2019	coffee	Renewal due 7/12/2019.

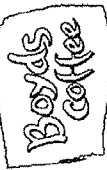
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4J4	SILVER MOON ROASTERS & Design 	USA	76/326,635	10/16/2001	2,698,620	3/18/2003	3/18/2013	coffee	Declaration Under 8 & 15 due 3/18/2009.
4J701	BOYDS COFFEE	Japan	2001-90878	10/10/2001	4,642,042	1/31/2003	1/31/2013	coffee, coffee shop services	Renewal due 1/31/2013.
4J8	PALISADES BAY ROASTERS	USA	76/330,389	10/25/2001	2,696,556	3/11/2003	3/11/2013	coffee	Declaration Under 8 & 15 due 3/11/2009.
4J801	PALISADES BAY ROASTERS	Canada	1,134,585	3/15/2002	598,017	12/18/2003	12/18/2018	coffee	Renewal due 12/18/2018.
4J9	DESIGN MISC. (Palisades Bay Roasters Design) 	USA	76/340,580	11/21/2001	2,716,489	5/13/2003	5/13/2013	coffee	Declaration Under 8 & 15 due 5/13/2009.
4J901	DESIGN MISC. (Palisades Bay Roasters Design) 	Canada	1,138,437	4/23/2002	603,464	2/27/2004	2/27/2019	coffee	Renewal due 2/27/2019.
4K1	F.B. PRICE	USA							
4K2	ITALIA D'ORO FRESCANTE	USA	76/340,818	11/21/2001	2,631,420	10/8/2002	10/8/2012	coffee milk-based beverages and powdered mixes for making milk-based beverages	On hold per client's request. Declaration Under 8 & 15 due 10/8/2008. Per TC with client 3/26/08, client wants to file 8 & 15, will send specimen.
4K201	ITALIA D'ORO FRESCANTE	Canada	1,138,438	4/23/2002	585,289	7/16/2003	7/16/2018	non-alcoholic milk based beverages and powdered mixes for making non- alcoholic milk based beverages	Renewal due 7/16/2018.
4K3	CAFÉ ROJAS (Stylized) <b>CAFÉ ROJAS</b>	USA	76/343,523	11/28/2001	2,731,365	7/1/2003	7/1/2013	coffee	Declaration Under 8 & 15 due 7/1/2009.
4K301	CAFÉ ROJAS (Stylized) <b>CAFÉ ROJAS</b>	Canada	1,138,439	37369	610557	5/18/2004	5/18/2019	coffee	Renewal due 5/18/2019.
4K6	SILVER CREEK ROASTERS	USA	76/363,011	1/25/2002	2,868,326	8/3/2004	8/3/2014	coffee	Declaration Under 8 & 15 due 8/4/2010.

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4K8	MARKET ROAST	USA	767386,269	3/20/2002	2,815,516	2/17/2004	2/17/2014	coffee	Declaration Under 8 & 15 due 2/17/2010.
4K801	MARKET ROAST	Canada	1,150,540	8/21/2002	627,236	12/1/2004	12/1/2019	coffee	Renewal due 12/1/2019.
4L4	FRENCH NO. 6	USA	76409,865	5/20/2002	2,686,419	2/11/2003	2/11/2013	coffee	Declaration Under 8 & 15 due 2/11/2009. Per TC with client 3/26/08, client wants to file 8 & 15, will send specimen.
4L401	FRENCH NO. 6	Canada	1,156,814	10/23/2002	609,519	5/6/2004	5/6/2019	coffee	Renewal due 5/6/2019.
4L5	RIP CITY COFFEE	USA	76424,598	6/26/2002	2,801,849	1/6/2004	1/6/2014	coffee	Declaration Under 8 & 15 due 1/6/2010.
4L6	BARISTA COFFEE	USA	78149,777	8/1/2002	2,736,758	7/15/2003	7/15/2013	coffee	Declaration Under 8 & 15 due 7/15/2009.
4L7	BOYDS COFFEE & Design 	USA	78178,040	10/24/2002	2,771,750	10/7/2003	10/7/2013	coffee	Declaration Under 8 & 15 due 10/7/2009.
4L701	BOYDS COFFEE & Design 	Canada	1,173,869	4/3/2003	628,130	12/10/2004	12/10/2019	coffee	Renewal due 12/10/2019.
4L702	BOYDS COFFEE & Design 	CTM	3118106	4/3/2003	3118106	3/30/2005	4/3/2013	cooking appliances and equipment; coffee; providing food and/or drink, especially coffee for consumption, ...	Renewal due 4/3/2013.
4L703	BOYDS COFFEE & Design 	Japan	2003-27316	4/4/2003	4,723,052	10/31/2003	10/31/2013	coffee	Renewal due 10/31/2013.
4L704	BOYDS COFFEE & Design 	Philippines	4-2003-0003567	4/21/2003	4-2003-03567	12/8/2005	5/21/2015	coffee	Declaration of Use filed 4/17/2006. Declaration of Use due 5/22/2010.

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KH Matter	Title	Country	Serial No.	File Date	Reg. No.	Issue Date	Expiration Date	Goods/Services	Status
4L705	BOYDS COFFEE & Design 	Taiwan	92016236	4/4/2003	1,075,024	12/1/2003	11/30/2013	coffee	Agent provided with instructions for payment of second registration fee 10/4/2006. Renewal due 11/30/2013.
4M1	AIRPOT VISOR	USA	78/253,138	5/22/2003	2,964,379	6/28/2005	6/28/2015	point of purchase displays	Declaration Under 8 & 15 due 6/28/2011.
4M1CA	AIRPOT VISOR	Canada	1,197,639	11/17/2003				point of purchase displays for beverages	Pending. Responded to first Examiner's Report 9/10/2004.
4M3	COFFEE PROFILER	USA	78/263,263	6/17/2003	3,325,548	10/30/2007	10/30/2017	electric coffee and espresso makers	Declaration Under 8 & 15 due 10/30/2013.
4M4	HI-REV (Class 29)	USA	78/358,349	1/27/2004				hot and cold dairy or dairy-substitute based beverages and mixes for making hot and cold dairy or dairy-substitute based beverages	Statement of Use submitted 2/12/2008. 4/9/08 Office Action rejecting Statement of Use, must submit new specimens. We will submit new specimens once we receive them from Boyd's.
4M4A	HI-REV (Class 30)	USA	78/976,394	1/27/2004	3,012,300	11/1/2005	11/1/2015	coffee; cocoa, hot and cold coffee-, espresso- and/or chocolate-based beverages and mixes for making hot and cold coffee-, espresso- and/or chocolate-based beverages; coffee-tea- and espresso-based granita beverages and mixes for making coffee-, tea- and espresso-based granita beverages...	Declaration Under 8 & 15 due 11/1/2011.
4M4CA	HI-REV	Canada	1,222,865	7/7/2004	TMA700,237	11/6/2007	11/6/2022	espresso- and/or chocolate-based beverages and mixes for making hot and cold coffee-, espresso- and/or chocolate-based beverages; coffee-tea- and espresso-based granita beverages and mixes for making coffee-, tea- and espresso-based granita beverages...	Renewal due 11/4/2022.

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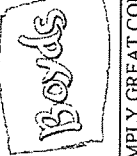
KH Matter	Title	Country	Serial No.	File Date	Reg. No.	Issue Date	Expiration Date	Goods/Services	Status
4M4PH	HI-REV	Philippines	4-2004-006430	7/21/2004				coffee; cocoa; hot and cold coffee-, espresso- and/or chocolate-based beverages and mixes for making hot and cold coffee-, espresso- and/or chocolate-based beverages; coffee-tea- and espresso-based granita beverages and mixes for making coffee-, tea- and espresso-based granita beverages ...	Notice of Allowance issued 2/1/2006. Declaration of Use submitted 3/7/2006. Allowance and publication fees paid 3/27/2006. Issuance fees paid 10/16/2006. Awaiting issuance of registration.
4M5CA	THE WAVE	Canada	1,239,904	12/7/2004	658,904	2/14/2006	2/14/2021	electric coffee and espresso makers	Renewal due 2/14/2021.
4M6	BEVERAGE LEADER	USA	78/455,818	7/23/2004	3,008,761	10/25/2005	10/25/2015	display, menu and presentation boards; and beverage information services	Declaration Under 8 & 15 due 10/25/2011.
4M6CA	BEVERAGE LEADER	Canada	1,243,159	1/1/2005	TMA684,539	3/23/2007	3/23/2022	display, menu and presentation boards; and beverage information services	Renewal due 3/23/2022.
4M9PH	BOYDS BARISTA	Philippines	41999001868	36237				coffee	Rights assigned to Boyds from Boyd Coffee Company Phils. Application abandoned by Boyd Coffee Company Phils.
4N1	NO WIMPS ALLOWED	USA	78/470,544	8/19/2004				hot and cold dairy-based beverages and mixes for making hot and cold dairy-based beverages; hot and cold dairy substitute-based beverages; namely, soy-based and non-dairy creamer based beverages; mixes for making hot and cold dairy substitute-based beverages, namely, soy-based and non-dairy creamer-based beverages	
4N1A	NO WIMPS ALLOWED	USA	78/977,061	8/19/2004	3,146,956	9/19/2006	9/19/2026	coffee; cocoa; hot and cold coffee-, espresso-, and chocolate-based beverages not being dairy-based or vegetable-based; mixes for making hot and cold coffee-, espresso-, and chocolate-based beverages not being dairy-based or vegetable-based; coffee-, tea-, chocolate-, and espresso-based granita beverages and mixes for making coffee-, tea-, chocolate-, and espresso-based granita beverages	8 & 15 Declaration due 9/19/2012. Renewal due 9/19/2016.

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4N1CA	NO WIMPS ALLOWED	Canada	1,242,679	1/5/2005					Pending. Responded to Office action and submitted certified copy of U.S. Registration 8/28/2007. Received letter from associate 4/14/08 re Notice of Allowance, registration fee due 8/28/08. Per 5/29/08 meeting with D. Boyd, we will pay registration fee.
4N2OPP	Boyd Coffee Company v. Stepka's Collection, LLC	USA							Consent agreement completed 6/2005.
4N4OPP	Boyd Coffee Company v. Alternative Beverages Company, Inc. re: COFFEE HOUSE	Philippines							Verified Notice of Opposition filed 6/10/2005. Alternative Beverages' answer filed 8/16/2005. Boyds' Affidavit and evidence filed 11/16/2005. Notice of Decision in favor of Boyds issued 4/28/2006. Appeal Memorandum filed by ABC 6/2/2006. Agent provided with instructions for Boyds' Comments to Appeal 7/13/2006. Memorandum with draft decision filed August 28, 2006. Memorandum for Appellant filed August 31, 2006. Notice of Decision issued 5/25/07. Motion for Extension of Time to File Petition filed by ABC on 6/12/07. Motion for Extension of Time granted 6/18/07. Petition for Review under Rule 43 filed by ABC 6/26/07. Resolution of the Court of Appeals issued 7/7/07. Comments on Petition filed 8/21/07. Reply to Comment on Petition filed 9/6/07. Boyds prevailed - Court of Appeals affirmed ruling refusing Alternative



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4N5OPP	Boyd Coffee Company v. Lidl Stiftung & Co., KG re: ITAL D'ORO	USA							Verified Notice of Opposition filed 6/10/2005. Alternative Beverages' answer filed 8/16/2005. Boyds' Affidavit and evidence filed 11/16/2005. Notice of Decision in favor of Boyds issued 4/28/2006. Appeal Memorandum filed by ABC 6/2/2006. Agent provided with instructions for Boyds' Comments to Appeal 7/13/2006. Memorandum with draft decision filed August 28, 2006. Memorandum for Appellant filed August 21, 2006.
4N7	BOYDS TEA & Design 	USA	78/704,176	8/31/2005	3,126,775	8/8/2006	8/8/2016	tea	Declaration Under 8 & 15 due 8/8/2012.
4N7CA	BOYDS TEA & Design 	Canada	1,289,056	2/7/2006				tea	Pending. Certified copy of U.S. Trademark Reg. No. 3,126,775 filed 3/19/2008.
4N8	BOYDS & Design (Boyds in a Flag) 	USA	78/717,871	9/21/2005				Classes 11, 20, 21, 29, 30, 32, 35, 39 and 43	Allowed 8/8/2006. Second extension of time to file Statement of Use requested 7/31/2007. Statement of Use due 2/8/2008. Filed Request for extension, approved 2/9/08. Statement of Use due 8/8/08. We will file Statement of Use once we receive specimen from Boyds.
4N8CA	BOYDS & Design (Boyds in a Flag) 	Canada	1,294,486	3/21/2006				Same as BYD 4N8.	Pending.
4N9	SIMPLY GREAT COFFEE SINCE 1900	USA	78/804,748	2/1/2006	3,274,551	8/7/2007	8/7/2017	coffee; retail-store, online retail store, mail order, and wholesale supply services featuring coffee	Declaration Under 8 & 15 due 8/7/2013.

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4N9CA	SIMPLY GREAT COFFEE SINCE 1900	Canada	1,294,492	3/21/2006	TMA 704,094	1/8/2008	1/8/2023	coffee, retail store, online retail store, mail order, and wholesale supply services featuring coffee	Renewal due 1/8/2023.
4P2	BOYDS SINCE 1900 & Design  Since 1900	USA	78/883,400	5/15/2006				Classes 11, 20, 21, 29, 30, 32, 35, 39 and 43	Pending. Responded to first Office action 4/13/2007. Responded to Final Office action 11/21/2007. Published 1/1/2008.
4P2CA	BOYDS SINCE 1900 & Design  Since 1900	Canada	1,322,710	11/2/2006				Classes 11, 20, 21, 29, 30, 32, 35, 39 and 43	Allowed 1/2/2008. Declaration of Use/Registration Fee due 11/2/2009. Per TC with client 3/26/08, client will probably abandon, but will wait until closer to deadline to decide.
4P3	ORIGIN TO CUP	USA	78/905,202	6/9/2006				Classes 16, 30, 35 and 41	Allowed 10/09/2007. Statement of Use due 4/9/2008.
4P3CA	ORIGIN TO CUP	Canada	1,327,475	12/8/2006				Classes 16, 30, 35 and 41	Pending. Responded to Office action 10/4/2007. Agent provided with instructions regarding requesting extension of time to file certified copy of U.S. registration 3/7/2008.
4P4	BOYDS & Design (Boyds in a Flag) 	USA	78/904,915	6/9/2006	3,218,078	3/13/2007	3/13/2017	coffee cups	Declaration Under 8 & 15 due 3/13/2013.
4P4CA	BOYDS & Design (Boyds in a Flag) 	Canada	1,327,470	12/8/2006				coffee cups	Pending. Certified copy of U.S. Trademark Registration No. 3,218,078 filed October 11, 2007. 4/14/08 letter from CA associate Declaration and Registration fee due 12/5/2009.
4P5S	THE ORIGINAL MICROROASTER (Search)	USA							Search reported 6/8/2006.
4P6S	HOLIDAY BLEND - FESTIVUS (Search)	USA							Search reported.
4P7	BOYDS ROASTERY	USA	77/035,620	11/2/2006				Class 30	Pending. Responded to Office action 9/11/2007. Published 12/18/2007.

**BOYD COFFEE COMPANY**  
**U.S. and Foreign Trademark Status List as of April 9, 2008**  
**Prepared by Kolisch Hartwell, P.C.**

KH Matter	Title	Country	Serial No.	File Date	Reg. No.	Issue Date	Expiration Date	Goods/Services	Status
4P7CA 4P8KR	BOYDS ROASTERY BOYDS	Canada Korea	1,344,117	4/19/2007				Class 30 Class 30	Pending. Agent provided with instructions for filing application 1/11/2007. Application not filed in view of cancellation petition and Korean-specific laws. Renewal due 12/31/2017.
4P9KR 4Q1S 4Q2KR	CAFÉ ROJAS MEDALLION (Search) BOYDS & Design (Flag Logo)	Korea USA Korea	4830/2007 4911/2007	1/25/2007 9/18/2007	732814	12/31/2007	12/31/2017	Class 30 Class 30	Search pending. Send instructions to respond to Office action 5/21/08.
4Q3S 4Q4IN	GONE GOLD (Search) BOYDS	USA India	1,573,587	6/28/2007				Classes 29 and 30	Search reported 5/23/2007. Pending. Interim response to Office action filed 2/17/2008. Detailed response to Office action to be filed as soon as possible. (Client wants to proceed)
4Q4VN	BOYDS	Vietnam	4-2007-14763	7/31/2007				Classes 29 and 30	Received 4/9/08 letter from associate informing us of publication in IP Gazette
4Q5IN	CAFÉ ROJAS	India	1,573,583	6/28/2007				Class 30	Pending. Interim response to Office action filed 2/17/2008. Detailed response to Office action to be filed as soon as possible. (Client wants to proceed)
4Q5VN	CAFÉ ROJAS	Vietnam	4-2007-14764	7/31/2007				Class 30	Pending. Approved for publication 8/31/07. 3/12/08 letter from associate - mark published in IP Gazette Sept. 2007.
4Q6CN 4Q6CNA 4Q7CN 4Q8CN 4Q8JP	BOYDS BOYDS CAFÉ ROJAS ITALIA D'ORO ITALIA D'ORO	China China China China Japan	6,195,416 6,195,415 6,195,414 6,195,413 2007-84212	7/31/2007 7/31/2007 7/31/2007 7/31/2007 7/30/2007				Class 29 Class 30 Class 30 Class 30 Class 30 - coffee; cocoa; espresso, tea, flavoring syrups for beverages, mixes for making coffee-based and chocolate-based beverages, spices, sugar, and candy	Pending. Pending. Pending. Pending. Pending. Published 8/23/2007. Instructions regarding. Responded to Office action 4/22/08.

