

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 7/31/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

**1. Name of conveying party(ies):**

NEALANDERS INTERNATIONAL INC.

- Individual(s)
- General Partnership
- Corporation- State: Canada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) JUNE 1, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: NORTH AMERICAN TEA & COFFEE INC.

Internal Address: \_\_\_\_\_

Street Address: 7861 82nd St., Riverway Industrial Park

City: Della

State: B.C.

Country: Canada Zip: V4G 1L9

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Canada
- 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
77/149,167  
77/353,244

B. Trademark Registration No.(s)  
3,329,582

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

LOTTIE & BECK FOODS, LOTTIE & BECK, LOTTIE & BECK FOODS

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

Name: David S. D'Ascenzo

Internal Address: DASCENZO INTELLECTUAL  
PROPERTY LAW, P.C.

Street Address: 522 SW 5th Avenue, Suite 925

City: Portland

State: Oregon Zip: 97204

Phone Number: (503) 224-7529

Fax Number: (503) 224-7329

Email Address: david@dascenzoplw.com

**6. Total number of applications and registrations involved:** 3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 90.00

- 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 50-4551

Authorized User Name David S. D'Ascenzo

9. Signature 

July 28, 2008  
Date

David S. D'Ascenzo  
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 (671) 273-0140, or mailed to: **SMB**  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 504551 77149167

**ASSIGNMENT**

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of June, 2008.

**BETWEEN:**

**NEALANDERS INTERNATIONAL INC.**

("Nealanders")

**AND:**

**NORTH AMERICAN TEA & COFFEE INC.**

("NATC")

**WHEREAS:**

A. Nealanders and NATC entered into an asset purchase and sale agreement dated as of April 22, 2008 (the "Asset Purchase Agreement") for the purchase and sale of certain assets including specific intellectual property. All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

B. The Asset Purchase Agreement contemplates the assignment and transfer by Nealanders to NATC of all right, title and interest of Nealanders in and to all Intellectual Property, as defined in the Asset Purchase Agreement, including the specific intellectual property as described in Schedule "A" herein (the "Intellectual Property").

C. Nealanders wished to enter into this assignment agreement in order to transfer the Intellectual Property to NATC (the "Agreement").

**THEREFORE**, in consideration of the mutual promises set out below and other good and valuable consideration, Nealanders and NATC agree as follows:

1. Nealanders hereby sells, assigns, transfers and agrees to assign to NATC, its respective successors and assigns, all of Nealanders' right, title and interest in and to the Intellectual Property, including all pending trademark applications and trademark registrations for the Intellectual Property, and the goodwill of Nealanders' business associated therewith, for which NATC will be Nealanders' successor in interest, upon and subject to the terms and conditions of the Asset Purchase Agreement. This Agreement is entered into pursuant to the terms of the Asset Purchase Agreement and is not in derogation of any of the rights which the parties have thereunder.

TRADEMARK

REEL: 003824 FRAME: 0047

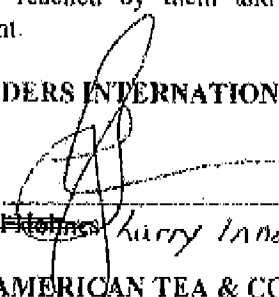
**SCHEDULE "A"**  
**INTELLECTUAL PROPERTY**

| <b>Trademark</b>    | <b>Country</b> | <b>Filing Date</b> | <b>Application Number</b> | <b>Registration Number</b> |
|---------------------|----------------|--------------------|---------------------------|----------------------------|
| Lottie & Beck       | Canada         | August 27, 2007    | 1,361,298                 | Pending                    |
| Lottie & Beck Foods | Canada         | July 10, 1998      | 883,908                   | TMA 549576                 |
| Lottie & Beck Foods | United States  | September 11, 2006 | 78/971,572                | 3,329,582                  |
| Lottie & Beck       | United States  | December 16, 2007  | 77/353,244                | Pending                    |
| Lottie & Beck Foods | United States  | April 5, 2007      | 77/149,167                | Pending                    |

- 2. The representations, warranties, covenants and agreements of Nealanders and NATC contained in the Asset Purchase Agreement shall not merge in but shall instead survive the execution and delivery of this Agreement and the sale, assignment and transfer of the Intellectual Property to NATC.
- 3. Nealanders agrees to do such further acts and give such further assurances and agreements as may be reasonably necessary to carry out properly the intention of the provisions of this Agreement.
- 4. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

BY SIGNING BELOW NATC and Nealanders confirms that this document sets out the agreement reached by them and each acknowledges their intention to be bound by this Assignment.

NEALANDERS INTERNATIONAL INC.

Per:   
~~Darryl Holmes~~ Larry Innes, Director

NORTH AMERICAN TEA & COFFEE INC.

Per:   
Authorized Signatory