

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

Name	Formerly	Execution Date	Entity Type
Kudo Beans LLC		05/08/2006	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Kudo Beans, Inc.
Street Address:	96 Linwod Plaza
Internal Address:	Suite 369
City:	Fort Lee
State/Country:	NEW JERSEY
Postal Code:	07024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3435984	KUDO LEAVES
Registration Number:	3348242	KUDO BEANS "START WITH THE BEST" COFFEE & TEA
Registration Number:	3352083	KUDO LEAVES
Registration Number:	3352082	KUDO LEAVES
Registration Number:	3250858	KUDO BEANS
Registration Number:	3324026	START WITH THE BEST
Registration Number:	3343894	KUDO BEANS START WITH THE BEST

CORRESPONDENCE DATA

Fax Number: (312)577-0928
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-263-0570
 Email: mharris@mshtechlaw.com
 Correspondent Name: Marcus Stephen Harris

OP \$190.00 3435984

Address Line 1: 10 S. LaSalle Street
Address Line 2: Suite 3500
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Marcus Stephen Harris
Signature:	/msh/
Date:	11/22/2008
Total Attachments: 2 source=11_21_08_LLC_INC#page1.tif source=11_21_08_LLC_INC#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, **Kudo Beans LLC**, a New Jersey limited liability company with an address of 96 Linwood Plaza Suite 369 Fort Lee, NJ 07024 ("Assignor") is the owner of the trademarks identified on Schedule A (the "Trademarks");

WHEREAS, **Kudo Beans, Inc.**, a Delaware corporation with an address of 96 Linwood Plaza Suite 369 Fort Lee, NJ 07024 ("Assignee") is desirous of acquiring all right, title and ownership in and to the Trademarks;

NOW, THEREFORE, in return for the sum of one hundred dollars (\$100) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, all right, title, and interest whatsoever to the Trademarks, together with (1) the related business and goodwill of the business symbolized by the Trademarks; (2) the right to sue for past, present or future infringement or misappropriation of the Trademarks; (3) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks; and (4) all client lists, supplier lists and business records associated with the Trademarks.

Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

Assignor further covenants, warrants and represents that: (a) it has the full right to assign the entire rights, title and interest in and to the Trademarks; (b) it has not executed and will not execute any agreement or other instrument in conflict with this Agreement; and (c) the Trademarks do not infringe the intellectual property rights of any third party. Assignor agrees to indemnify and hold Assignee harmless against any and all damage, loss, deficiency, costs and expenses (including attorney's fees), resulting from any misrepresentation, breach of warranty or any nonfulfillment of any agreement or covenant or representation or warranty hereunder or from any schedule, contained or referred to in this Agreement.

This Agreement is confidential. The parties agree to maintain the confidential nature of this Agreement and not to disclose the Agreement as a whole or the details of this Agreement to anyone other than their respective legal counsel, agents and employees with a need to know. This obligation of non-disclosure will not extend to this Agreement as a whole, or to details of this Agreement that (i) are or become available to the general public by acts not attributable to either party, (ii) either party is obligated to produce under court or governmental order, or (iii) as reasonably necessary to enforce the Agreement.

In the event a dispute arises between the parties relating to the subject matter of this Agreement, the parties agree that the state and federal courts of Newark, New Jersey shall have exclusive jurisdiction, and the parties shall consent, submit, and agree to the jurisdiction and venue of such courts as well as the application of New Jersey law, with each party to bear its own costs in the event of such dispute.

This Agreement may be executed in several counterparts and as so executed shall constitute one agreement and shall be binding upon all parties hereto, notwithstanding that all parties which are signatories do not appear on the same page.

This Agreement shall be effective as of May 8, 2006.

ASSIGNOR:

KUDO BEANS LLC

Signature: _____

Title: President

Date: 5/8/06

ASSIGNEE:

KUDO BEANS, INC.

Signature: _____

Title: President

Date: 5/8/06

SCHEDULE A
to
TRADEMARK
ASSIGNMENT AGREEMENT
between
KUDO BEANS LLC
and
KUDO BEANS, INC.

Trademarks

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
KUDO LEAVES	3,435,984	May 27, 2008
KUDO BEANS "START WITH THE BEST" COFFEE & TEA	3,348,242	December 4, 2007
KUDO LEAVES	3,352,083	December 11, 2007
KUDO LEAVES	3,352,082	December 11, 2007
KUDO BEANS	3,250,858	June 12, 2007
START WITH THE BEST	3,324,026	October 30, 2007
KUDO BEANS START WITH THE BEST	3,343,894	November 27, 2007