

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
American Coffee Company, Inc.		12/19/2008	CORPORATION: LOUISIANA

RECEIVING PARTY DATA	
Name:	Reily Foods Company
Street Address:	640 Magazine Street
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70130
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3474388	ALL THE FLAVOR OF NEW ORLEANS ... IN A CUP
Registration Number:	3464936	THE ESSENCE OF NEW ORLEANS ... IN A CUP
Registration Number:	2964616	NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM FRENCH ROAST COFFEE
Registration Number:	2855684	NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890
Registration Number:	2829587	NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM FRENCH ROAST COFFEE
Registration Number:	2775026	NEW ORLEANS FAMOUS FRENCH MARKET COFFEE CONCENTRATE SERVE HOT OR COLD SINCE 1890 NO SUGAR ADDED
Registration Number:	2772173	NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890
Registration Number:	2737937	NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890
Registration Number:	2733787	WHOLE BEAN NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM SPECIALITY COFFEES CARNIVAL BLEND MARDI GRAS SINCE 1890
Registration Number:	2672551	FRENCH MARKET CAFE AU LAIT NEW ORLEANS FAMOUS SINCE 1890 AMERICAN COFFEE COMPANY INC.

CH \$565.00 3474388

Registration Number:	2648229	FRENCH MARKET MARDI GRAS KING CAKE DELIGHT WHOLE BEAN NEW ORLEANS FAMOUS SINCE 1890 PREMIUM SPECIALTY COFFEES
Registration Number:	2614186	NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890 WHOLE BEAN PREMIUM SPECIALTY COFFEES PRALINES AND CREME MARDI GRAS
Registration Number:	2614185	WHOLE BEAN NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM SPECIALTY COFFEES MARDI GRAS HAZELNUT CREME SINCE 1890
Registration Number:	2591106	NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890 DARK ROAST 100% PURE COFFEE
Registration Number:	2552151	WHOLE BEAN NEW ORLEANS FAMOUS SINCE 1890 PREMIUM SPECIALTY COFFEES FRENCH MARKET MARDI GRAS BANANAS FOSTER
Registration Number:	2546579	FRENCH MARKET DOUBLE VANILLA WHOLE BEAN NEW ORLEANS FAMOUS PREMIUM SPECIALTY COFFEES MARDI GRAS SINCE 1890
Registration Number:	2230650	FRENCH OPERA COFFEE & CHICORY AMERICAN COFFEE CO. OF NEW ORLEANS, LTD. "EVERY CUP'S A CUP OF JOY"
Registration Number:	2193992	ST. CHARLES COFFEE "EVERY CUP'S A CUP OF JOY"
Registration Number:	0890576	FRENCH MARKET
Registration Number:	0422725	
Registration Number:	0137658	ALAMEDA
Registration Number:	0049057	FRENCH MARKET

CORRESPONDENCE DATA

Fax Number: (225)248-3007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 504-582-8702
Email: jwtrademarks@joneswalker.com
Correspondent Name: Keith M. Landry
Address Line 1: 201 St. Charles Avenue
Address Line 4: New Orleans, LOUISIANA 70170

ATTORNEY DOCKET NUMBER:	114713-00
NAME OF SUBMITTER:	Keith M. Landry
Signature:	/keith m. landry/
Date:	01/05/2009

Total Attachments: 10
source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif
source=Trademark Assignment#page6.tif
source=Trademark Assignment#page7.tif
source=Trademark Assignment#page8.tif
source=Trademark Assignment#page9.tif
source=Trademark Assignment#page 10.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated and effective as of December 19, 2008 (the "Effective Date"), is entered into between American Coffee Company, Inc., a Louisiana corporation ("Assignor"), and Reily Foods Company, a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Purchase and Sale Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor and Assignee.

RECITALS:

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire from Assignor, among other things, all of Assignor's rights and interest in and to the Seller Intellectual Property, including without limitation, that portion of the Seller Intellectual Property set forth on Exhibit A attached hereto and made a part hereof, and including all of the goodwill associated with all Seller Intellectual Property (collectively, the "Intellectual Property").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the consideration provided in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Rights. Assignor hereby grants, bargains, conveys and assigns to Assignee all rights, title and interest that Assignor may have in and to the Intellectual Property, including, without limitation, (a) all inventions (whether patentable or unpatentable), improvements thereto, patents and patent applications, together with all provisionals, reissuances, continuations, continuations-in-part, divisionals and reexaminations thereof; (b) all trademarks, service marks, trade dress and trade names, together with all goodwill associated therewith, and applications, registrations and renewals in connection therewith; (c) all works of authorship and copyrights therein; (d) all trade secrets, and confidential information; (e) all computer software and databases; and (f) copies and tangible embodiments of any of the foregoing. Such rights, title and interest shall also be deemed to include, without limitation, the right to any and all causes of action, in law or in equity, for past, present or future infringement of the Intellectual Property.

2. Further Assurances. Assignor does hereby expressly agree that Assignee may singly, and without assistance or additional consent from Assignor, undertake any procedures as may be necessary or appropriate to record the transfer of any of the Intellectual Property with any Governmental Entity, and that Assignor shall, upon Assignee's request, take any and all reasonable steps to execute, acknowledge, and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the rights reflected in this Assignment in Assignee or to record this Assignment, and to facilitate Assignee's full enjoyment and enforcement of such rights and causes of action.

3. Conflict. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, conditions and limitations set forth in the Purchase Agreement and nothing contained in this Assignment will be deemed to supersede, modify, limit or amend any of the rights, duties or obligations of Assignor or Assignee under the Purchase Agreement, this Assignment being intended only to effect the assignment of the Intellectual Property (as described in Section 1 above) to Assignee, as contemplated by the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Louisiana without regard to any conflicts of laws principles.


6. Counterparts. This Assignment may be executed in one or more counterparts, each of which, shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Assignor and Assignee each have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

AMERICAN COFFEE COMPANY, INC.

By: 
Name: CW PARKER
Title: CHAIRMAN

ASSIGNEE:

REILY FOODS COMPANY

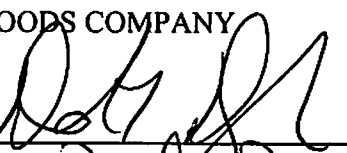
By: 
Name: David F. Darragh
Title: President & CEO

EXHIBIT A

American Coffee Company, Inc. – U.S. Federal Trademark Holdings

Trademark	Reg. No.
ALL THE FLAVOR OF NEW ORLEANS...IN A CUP	3,474,388
THE ESSENCE OF NEW ORLEANS...IN A CUP	3,464,936
NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM FRENCH ROAST COFFEE & Design	2,964,616
NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890 & Design	2,855,684
NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM FRENCH ROAST COFFEE & Design	2,829,587
NEW ORLEANS FAMOUS FRENCH MARKET COFFEE CONCENTRATE SERVE HOT OR COLD SINCE 1890 NO SUGAR ADDED & Design	2,775,026
NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890 & Design	2,772,173
NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890 & Design	2,737,937
WHOLE BEAN NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM SPECIALTY COFFEES CARNIVAL BLEND MARDI GRAS SINCE 1890 & Design	2,733,787
FRENCH MARKET CAFÉ AU LAIT NEW ORLEANS FAMOUS SINCE 1890 AMERICAN COFFEE COMPANY INC. & Design	2,672,551
FRENCH MARKET MARDI GRAS KING CAKE DELIGHT WHOLE BEAN NEW ORLEANS FAMOUS SINCE 1890 PREMIUM SPECIALTY COFFEES & Design	2,648,229
NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890 WHOLE BEAN PREMIUM SPECIALTY COFFEES PRALINES AND CRÈME MARDI GRAS & Design	2,614,186
WHOLE BEAN NEW ORLEANS FAMOUS FRENCH MARKET PREMIUM SPECIALTY COFFEES MARDI GRAS HAZELNUT CRÈME SINCE 1890 & Design	2,614,185
NEW ORLEANS FAMOUS FRENCH MARKET SINCE 1890 DARK ROAST 100% PURE COFFEE & Design	2,591,106
WHOLE BEAN NEW ORLEANS FAMOUS SINCE 1890 PREMIUM SPECIALTY COFFEES FRENCH MARKET MARDI GRAS BANANAS FOSTER & Design	2,552,151

(N1897978.2)

**TRADEMARK
REEL: 003913 FRAME: 0518**

Trademark	Reg. No.
FRENCH MARKET DOUBLE VANILLA WHOLE BEAN NEW ORLEANS FAMOUS PREMIUM SPECIALTY COFFEES MARDI GRAS SINCE 1890	2,546,579
FRENCH OPERA COFFEE & CHICORY AMERICAN COFFEE CO. OF NEW ORLEANS, LTD. "EVERY CUP'S A CUP OF JOY" & Design	2,230,650
ST. CHARLES COFFEE "EVERY CUP'S A CUP OF JOY" & Design	2,193,992
FRENCH MARKET	890,576
Merchants Coffee – Laurel Leaves Design	422,725
ALAMEDA (stylized)	137,658
FRENCH MARKET (stylized/design)	49,057

{N1897978.2}

TRADEMARK
REEL: 003913 FRAME: 0519

American Coffee Company, Inc. – U.S. State Trademark Holdings

Mark	State Reg. No. Renewal No.	Reg. Date
ALAMEDA FINEST QUALITY COFFEE (Stylized)	Alabama 100057	January 5, 1981
FRENCH MARKET & Design	Alabama 100479	January 5, 1981
FRENCH MARKET & Design	Arizona 10268	January 30, 1984
FRENCH MARKET & Design	Arkansas 17513	April 28, 1954
FRENCH MARKET & Design	Arkansas 500017513	May 1, 1923
FRENCH MARKET & Design	California 98311	November 17, 1993
FRENCH MARKET & Design	Colorado 19851011130	April 28, 1964
FRENCH MARKET	Connecticut*	
FRENCH MARKET & Design	Delaware 1222	April 28, 1954
FRENCH MARKET	Florida*	
FRENCH MARKET & Design	Georgia T1065	April 21, 1964
SUPER STORE (Stylized)	Georgia T2694	February 9, 1949
FRENCH MARKET & Design	Idaho*	

{N1897978.2}

**TRADEMARK
REEL: 003913 FRAME: 0520**

Mark	State Reg. No. Renewal No.	Reg. Date
FRENCH MARKET & Design	Illinois 030587	May 15, 1954
FRENCH MARKET & Design	Indiana 5003132	April 27, 1954
FRENCH MARKET & Design	Iowa 1611 W366292	April 27, 1954
FRENCH MARKET & Design	Kansas	February 14, 1974
FRENCH MARKET	Kentucky*	
UNION BRAND	Louisiana ---- 43-0836	June 5, 1931
UNION BRAND	Louisiana	May 27, 1965
FRENCH MARKET & Design	Louisiana	May 7, 1909
FRENCH MARKET & Design	Maine 19810037	April 28, 1954
FRENCH MARKET COFFEE & CHICORY & Design	Maine 19940071	October 5, 1993
FRENCH MARKET & Design	Maryland 744496	April 28, 1974
FRENCH MARKET & Design	Massachusetts 17615 62696	April 26, 1954

(N1897978.2)

TRADEMARK
REEL: 003913 FRAME: 0521

Mark	State Reg. No. Renewal No.	Reg. Date
FRENCH MARKET & Design	Minnesota 6966	October 28, 1980
UNION BRAND & Design	Mississippi	March 1, 1966
ALAMEDA	Mississippi*	
FRENCH MARKET & Design	Missouri 2654	April 22, 1964
FRENCH MARKET & Design	Montana T005886 21457	May 5, 1954
FRENCH MARKET & Design	New Hampshire ---- 100183	April 27, 1954
FRENCH MARKET & Design	New Jersey*	
FRENCH MARKET & Design	New Mexico 4619	April 30, 1904
FRENCH MARKET & Design	New York R25183 R28970	August 15, 1988
FRENCH MARKET COFFEE AND CHICORY & Design	North Carolina 1158	February 1, 1913
FRENCH MARKET & Design	North Dakota 5241800	April 28, 1954
FRENCH MARKET & Design	Ohio* 9144	January 6, 1981
FRENCH MARKET & Design	Oregon T8163	April 26, 1954

{N1897978.2}

TRADEMARK
REEL: 003913 FRAME: 0522

Mark	State Reg. No. Renewal No.	Reg. Date
FRENCH MARKET & Design	Pennsylvania*	
FRENCH MARKET	Rhode Island*	
FRENCH MARKET & Design	South Carolina	October 13, 1993
FRENCH MARKET & Design	South Dakota*	
FRENCH MARKET & Design	Tennessee*	
FRENCH MARKET & Design	Texas 2451117	June 8, 1964
FRENCH MARKET & Design	Utah 25081	December 9, 1980
FRENCH MARKET & Design	Vermont 4999	October 31, 1980
FRENCH MARKET & Design	Virginia*	
FRENCH MARKET & Design	Washington*	
FRENCH MARKET & Design	West Virginia 213172	April 23, 1954
FRENCH MARKET & Design	Wyoming*	

{N1897978.2}

TRADEMARK
REEL: 003913 FRAME: 0523

American Coffee Company, Inc. – Foreign Trademark Holdings

Trademark	Country	Reg. No.
FRENCH MARKET	Canada	TMA173013

{N1897978.2}

RECORDED: 01/06/2009

TRADEMARK
REEL: 003913 FRAME: 0524