# 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
Gloria Jean's Gourmet Coffees Corp.		06/12/2009	CORPORATION: ILLINOIS

## **RECEIVING PARTY DATA**

Name:	Diedrich Coffee, Inc.	
Street Address:	28 Executive Park, Suite 200	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92614	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3002890	ARCTIC KOOLERZ
Registration Number:	2813896	BEAN BOUTIQUE
Registration Number:	2683005	CONDESA DE COSTA RICA
Registration Number:	3035135	
Serial Number:	77529906	GJ PERKS
Registration Number:	1703976	GLORIA JEAN'S
Registration Number:	1362248	GLORIA JEAN'S
Registration Number:	1576977	GLORIA JEAN'S
Registration Number:	1577971	GLORIA JEAN'S
Registration Number:	1578273	GLORIA JEAN'S COFFEE BEAN
Registration Number:	1577970	GLORIA JEAN'S COFFEE BEAN
Registration Number:	2480331	GLORIA JEAN'S COFFEES
Registration Number:	2208443	GLORIA JEAN'S COFFEES
		TDADEMARK

TRADEMARK " REEL: 004007 FRAME: 0594 15,00 3002

900136644

Registration Number:	2723726	IT'S ALL ABOUT BEANS
Registration Number:	2807236	YOU CAN'T BAG A BETTER BEAN
Registration Number:	2807235	YOU CAN'T BREW A BETTER BEAN

### **CORRESPONDENCE DATA**

Fax Number: (949)475-4754

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

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	22453-00047
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	06/18/2009

Total Attachments: 3

source=GJGCC TM Assignment#page1.tif source=GJGCC TM Assignment#page2.tif source=GJGCC TM Assignment#page3.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is entered into effective as of June 12, 2009 (the "<u>Effective Date</u>"), by and between Gloria Jean's Gourmet Coffees Corp., an Illinois corporation ("<u>Assignor</u>"), and Diedrich Coffee, Inc., a Delaware corporation with a business address of 28 Executive Park, Suite 200, Irvine, California 92614 ("<u>Assignee</u>").

## 1.0 Background.

1.1 Assignor and Assignee have entered into that certain Intellectual Property Assignment Agreement, dated as of June 12, 2009 (the "Agreement"). Subject to the terms and conditions of the Agreement, Assignor wishes to assign the Trademarks (as defined below) to Assignee.

## 2.0 Assignment.

- 2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the trademarks set forth on Exhibit A attached hereto, including without limitation all common-law rights, throughout the world, together with the associated goodwill (the "Trademarks"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
- 2.2 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

### 3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

[Signature Page Follows]

100660051\_2.DOC

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Assignor, has executed this Assignment below effective as of the Effective Date.

Gloria Jean's Gourmet Coffees Corp

Name

me: Sean M. McCarthy

Title: Chie

Chief Financial Officer, Secretary & Treasurer

SIGNATURE PAGE TO
GLORIA JEANS GOURMET COFFEES CORP.
TRADEMARK ASSIGNMENT

# **EXHIBIT A**

## **TRADEMARKS**

Mark	Application/Registration	Country
	Number	
Cup Design	1018447	Australia
GLORIA JEAN'S	1022576	Australia
ARCTIC KOOLERZ	3,002,890	U.S.
BEAN BOUTIQUE	2,813,896	U.S.
CONDESA DE COSTA RICA	2,683,005	U.S.
Cup Design	3,035,135	U.S.
GJ PERKS	77/529,906	U.S.
GLORIA JEAN'S	1,703,976	U.S.
GLORIA JEAN'S	1,362,248	U.S.
GLORIA JEAN'S & Design	1,576,977	U.S.
GLORIA JEAN'S & Design	1,577,971	U.S.
GLORIA JEAN'S COFFEE	1,578,273	U.S.
BEAN & Design		
GLORIA JEAN'S COFFEE	1,577,970	U.S.
BEAN & Design		
GLORIA JEAN'S COFFEES	2,480,331	U.S.
& Design		
GLORIA JEAN'S COFFEES	2,208,443	U.S.
& Design		
IT'S ALL ABOUT BEANS	2,723,726	U.S.
YOU CAN'T BAG A	2,807,236	U.S.
BETTER BEAN		
YOU CAN'T BREW A	2,807,235	U.S.
BETTER BEAN		

**RECORDED: 06/18/2009**