

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Coffee, LLC		08/31/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Maranatha Import Export, LLC		
Street Address:	6 Goddard Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77490048	CAFE HALO	
Serial Number:	78908799	COFFEE WITH A HEART	
Serial Number:	77490055	HALO CAFE	
Serial Number:	77114968	HALO BRAND	
CORRESPONDENCE DATA			
Fax Number:	(213)486-0065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 972-4788		
Email:	jkobulnick@foley.com		
Correspondent Name:	Jeffrey A. Kobulnick		
Address Line 1:	555 South Flower Street		
Address Line 2:	Suite 3500		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	092248-0101		

OP \$115.00 77490048

900142360

**TRADEMARK
 REEL: 004055 FRAME: 0979**

NAME OF SUBMITTER:	Jeffrey A. Kobulnick, Esq.
Signature:	/Jeffrey A. Kobulnick/
Date:	09/01/2009
Total Attachments: 8 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif source=Trademark Assignment Agreement#page7.tif source=Trademark Assignment Agreement#page8.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 31, 2009, by and between Specialty Coffee, LLC, a California limited liability company ("Assignor") and Maranatha Import Export, LLC, a California limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of even date herewith (as it may be amended from time to time, the "Asset Purchase Agreement"), pursuant to which, Assignor has agreed to sell and assign to Assignee substantially all of the assets of Assignor;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the trademarks listed in Schedule A attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, any and all designs, artwork, logos or other embodiments which have been used or are intended to be used in connection with those trademarks, and all common law rights, trade name rights, causes of action and the right to recover for past infringement, if any (collectively, the "Trademarks"), and has not abandoned same; and

WHEREAS, Assignor is willing to assign to Assignee, and Assignee desires to acquire all right, title and interest as Assignor may possess in and to the Trademarks worldwide, and any other registered or unregistered trademarks owned or used by Assignor worldwide, and goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.
2. Assignment. Assignor hereby assigns to Assignee all right, title and interest as Assignor may possess in and to the Trademarks, as well as any other registered or unregistered trademarks owned or used anywhere in the world by Assignor or any of its licensees, together with the goodwill of any business associated therewith, all common law rights relating thereto, all income, royalties and all rights to bring action on and recover damages for past, present and future claims, demands and causes of action based thereon, if any to the extent included in the Assets.

3. Further Assurances. Assignor agrees to execute any additional documents and take such other actions as may be reasonably necessary to transfer to Assignee its entire right, title and interest in and to the Trademarks worldwide at no expense to Assignor.

4. Future Use or Challenge by Assignor. Assignor will not in the future use, register or attempt to register any trademark, service mark, trade name or domain name confusingly similar to the Trademarks, or assist any affiliate or third party in doing the same. Assignor will not challenge or assist any affiliate or third parties in challenging Assignee's rights, title and interest in and to the Trademarks worldwide.

5. Representations and Warranties. Assignor represents and warrants to Assignee that it has the full right, power and authority to enter into this Assignment and to perform its obligations hereunder.

6. Integration with Asset Purchase Agreement Provisions. Nothing contained in this Assignment shall expand, reduce, modify or waive any rights or obligations of the parties under the Asset Purchase Agreement. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

7. Specific Performance. Assignor acknowledges and agrees that the breach of this Assignment would cause irreparable damage to Assignee and that Assignee will not have an adequate remedy at law. Therefore, the obligations of Assignor under this Assignment shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Assignment or otherwise.

8. Resolution of Disputes.

(a) In any action, suit, dispute or other proceeding brought in respect of this Assignment, or in respect of the breach, termination, enforcement, interpretation or validity thereof (including the determination of the scope or applicability of this Section 8) (collectively, a "Dispute"), each of the parties to the Dispute shall each appoint one nominee/representative who shall in good faith attempt to resolve such Dispute (collectively, the "Representatives"). In the event such Dispute is not settled by such Representatives within fifteen (15) days from the appointment of the Representatives, the Dispute shall be referred to arbitration in accordance with Section 8(b).

(b) All Disputes shall be exclusively settled by binding arbitration in Los Angeles, California before an arbitrator who shall be a retired judge admitted to practice law in the State of California (the "Tribunal"). The arbitration shall be administered by JAMS (or any like organization successor thereto) pursuant to its Streamlined Arbitration Rules and Procedures (the "Arbitration Rules") then in effect.

(c) The award of the Tribunal shall be final, conclusive and binding upon the parties to such Dispute, and the parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the courts described in Section 10. The parties agree that such enforcement shall be subject to the provisions of applicable Law and no party shall seek to resist the enforcement of any award in the State of California or elsewhere on the basis that the award is not subject to such

provisions. The award rendered shall apportion the costs of the arbitration. The parties agree that the Tribunal shall have the power to decide on the costs and reasonable expenses (including reasonable fees of counsel) incurred in the arbitration and award interest up to the date of the payment of the award.

(d) When any Dispute is referred to arbitration, except for the matters under Dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Assignment.

(e) The Tribunal shall have authority to award relief under legal or equitable principles, including interim or preliminary relief. Each party agrees to take or cause to be taken all actions necessary to implement the decision and award rendered by the Tribunal.

(f) The provisions of this Section 8 shall survive the termination of this Assignment. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11 shall be deemed effective service of process on such party.

(g) All proceedings under this Section 8, and all evidence given or discovered pursuant hereto, shall be maintained in confidence by the parties and by the Tribunal and shall be considered confidential settlement discussions.

(h) All applicable periods of limitation shall be tolled while the procedures specified in this Section 8 are pending. The parties shall take such action, if any, required to effect such tolling.

9. Entire Agreement. This Assignment (and the Asset Purchase Agreement) supersedes all prior agreements among the parties with respect to its subject matter (including all letters of intent entered into prior hereto) and constitutes (together with the other documents and instruments to be executed and delivered pursuant hereto) a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter. There have been and are no agreements, representations or warranties among the parties other than those set forth or provided for in this Assignment.

10. Law Governing Agreement; Consent to Jurisdiction. This Assignment shall be construed and interpreted according to the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Subject to the provisions of Section 8 of this Assignment, each party stipulates that any Dispute shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, either the State or Federal courts in the City and County of Los Angeles, California, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each party waives any right to trial by jury with respect to any Dispute.

11. Notice. All necessary notices, demands, requests and other communications required or permitted to be given hereunder shall in every case be in writing and shall be: (a) delivered personally; (b) sent by registered or certified mail, in all such cases with postage prepaid, return

receipt requested; or (c) delivered by a recognized overnight courier service, airbill prepaid, designated for next business day delivery, to the parties at the addresses as set forth below:

If to Assignor, to:

Specialty Coffee, LLC
27621 Deputy Circle
Laguna Hills, California 92653
Attn: Gregory Sizemore

(with a copy to)

Stephens & Kray
5000 Birch Street, Suite 410
Newport Beach, California 92660
Attn: Lon T. Stephens

If to Assignee, to:

Maranatha Import Export, LLC
6 Goddard Avenue
Irvine, California 92618
Attn: Carl Mount

(with a copy to)

Foley & Lardner LLP
555 S. Flower Street, Suite 3500
Los Angeles, California 90071
Attn: Richard W. Lasater II

Such communications shall be deemed delivered: (a) if personally delivered, upon actual receipt; (b) if sent by registered or certified mail, postage prepaid, return receipt requested, as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal; and (c) if sent by overnight courier, upon receipt. Any party to this Assignment may change its address for the purposes of this Assignment by giving notice thereof in accordance with this Section 11.

12. Severability. If the Tribunal or any court of competent jurisdiction determines that the provisions of this Assignment are illegal or excessively broad as to duration, geographical scope or activity, then such provisions shall be construed so that the remaining provisions of this Assignment shall not be affected, but shall remain in full force and effect, and any such illegal or overly broad provisions shall be deemed, without further action on the part of any Person, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.

13. Parties in Interest. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective heirs, personal representatives, permitted successors and permitted assigns.

14. Attorneys' Fees. In the event of the bringing of any action by either party hereto against the other party arising out of this Assignment, the party who is determined to be the prevailing party shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees. For this Section 14, the term "prevailing party" means, without limitation, any party who agrees to dismiss an action on the other party's payment of the sum allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it. If there are multiple claims, the prevailing party is to be determined with respect to each claim separately. The prevailing party is the party that has obtained the greater relief in connection with any particular claim, although, with respect to any claim, it may be determined by the court, arbitrator or mediator that there is no prevailing party.

15. Counterparts. This Assignment may be executed in two or more counterparts (including by means of facsimile or electronically transmitted portable document format (PDF) signature pages), each of which shall be deemed to be an original, but all of which together shall constitute and be one and the same instrument; provided that facsimile or electronically transmitted signatures of this Assignment shall be deemed to be originals. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

* * * * *


IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"Assignor"

"Assignee"

SPECIALTY COFFEE, LLC,
a California limited liability company

MARANATHA IMPORT EXPORT, LLC,
a California limited liability company

By: 
Name: Greg Siodore
Title: Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

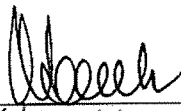
"Assignor"

SPECIALTY COFFEE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

"Assignee"

MARANATHA IMPORT EXPORT, LLC,
a California limited liability company

By: ^x  _____
Name: Nabi Sakhy
Title: Manager

SCHEDULE A

TRADEMARKS

<u>MARK</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>
CAFE HALO	77/490,048	June 3, 2008
COFFEE WITH A HEART	78/908,799	June 15, 2006
HALO CAFE	77/490,055	June 3, 2008
HALO BRAND	77/114,968	Feb. 23, 2007

Schedule A

LACA_2317419.3

RECORDED: 09/01/2009

**TRADEMARK
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