

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
Caffe D'Amore, Inc.		12/22/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kerry Group Services International Limited		
Street Address:	Prince's Street, Tralee		
City:	County Kerry		
State/Country:	IRELAND		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	0982945	CAFFE D'AMORE	
Registration Number:	2156949	BELLAGIO	
Registration Number:	2289082	BELLAGIO	
Registration Number:	2318355	CHAI AMORE	
Registration Number:	2595237	CRUNCH-COFFEES	
Registration Number:	2764045	IVY COTTAGE	
Registration Number:	2798263	CAFFE D'AMORE	
Registration Number:	2975480		
Registration Number:	3155552	TEAZÍMO	
Registration Number:	3368908	ROBOOSTO	
Registration Number:	3460525	BOOST ME!	
Registration Number:	3597215	FRAPPE FREEZE	
Registration Number:	3698632	PETALS	
Registration Number:	3738804	CAFFE D' AMORE	
Serial Number:	85077527	FIESTA AMORE	

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CORRESPONDENCE DATA

Fax Number: (815)654-5770
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 815-633-5300
Email: rockmail@reinhartlaw.com
Correspondent Name: Gordon M. Wright
Address Line 1: 2215 Perrygreen Way
Address Line 4: Rockford, ILLINOIS 61107

ATTORNEY DOCKET NUMBER:	508211
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DOMESTIC REPRESENTATIVE

Name: Gordon M. Wright
Address Line 1: 2215 Perrygreen Way
Address Line 4: Rockford, ILLINOIS 61107

NAME OF SUBMITTER:	Gordon M. Wright
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Signature:	/Gordon M. Wright/
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Date:	04/15/2011
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Total Attachments: 3

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DEED OF TRANSFER

PATENTS, TRADEMARKS AND KNOW-HOW

This DEED OF TRANSFER is made as of the 22nd day of December, 2010, between CAFFÉ D'AMORE, INC., a California corporation ("Caffé"), SC COPACKING COMPANY, INC., a California corporation ("SC"), (Caffé and SC are hereinafter collectively referred to as the "Sellers"), and KERRY GROUP SERVICES INTERNATIONAL LIMITED, a Republic of Ireland corporation ("KGSi"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement (as defined herein).

WHEREAS, Flavurence, a Delaware corporation, KGSi, Sellers and Chris Julias, an individual, and The Comi Family Trust entered into an Asset Purchase Agreement dated as of December 22, 2010, (the "Asset Purchase Agreement");

WHEREAS, Sellers are the owners of the Patents, Trademarks and Know-how referred to in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to assign all of their rights, powers, liberties and immunities in and to the Patents, Trademarks and Know-how to KGSi.

Now, this DEED witnesseth:

1. TRANSFER.

Pursuant to the Asset Purchase Agreement and in consideration of the payment of US [REDACTED] and of mutual covenants and agreements contained herein and therein, the receipt and sufficiency of which is hereby acknowledged, Sellers hereby transfer and assign to KGSi all the rights, powers, liberties and immunities conferred as proprietor thereof in and to the Patents, Trademarks and Know-how, including the right to sue for damages and other remedies in respect of any infringement of the Patents, Trademarks and Know-how attaching thereto to hold unto KGSi absolutely for the full terms of such Patents, Trademarks and Know-how.

2. COOPERATION.

From time to time after the date hereof, Sellers will, at their expense, execute and deliver such instruments and documents to KGSi, as KGSi may reasonably request, in order to more effectively vest in KGSi good title to the Patents, Trademarks and Know-how, and to otherwise more effectively transfer the Patents, Trademarks and Know-how to KGSi as contemplated by the Asset Purchase Agreement.

3. REPRESENTATIONS AND WARRANTIES.

Except as set forth in the Asset Purchase Agreement and subject to such limitations as are contained therein, Sellers makes no representation or warranty as to the Patents, Trademarks and Know-how.

4. SUCCESSORS AND ASSIGNS.

This Deed of Transfer shall be binding upon Sellers and their successors and assigns and shall inure to the benefit of KGSI and its successors and assigns. This instrument shall be effective as to the transfer of the Patents, Trademarks and Know-how as of the Closing Date.

5. GOVERNING LAW

This Deed of Transfer shall be governed by and construed in accordance with the laws (as opposed to the conflicts of law provisions or rules) of the State of Delaware.

IN WITNESS WHEREOF, this Deed of Transfer has been executed by or on behalf of the parties hereto on the date first above written.

CAFFÉ D'AMORE, INC.

By: Chris Julias

Name: Chris Julias

Title: Chief Executive Officer

SC COPACKING COMPANY, INC.

By: Chris Julias

Name: Chris Julias

Title: ~~President~~ CEO

KERRY GROUP SERVICES
INTERNATIONAL LIMITED

By: _____

Name: William Coole

Title: Vice President and Secretary

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This Deed of Transfer shall be binding upon Sellers and their successors and assigns and shall inure to the benefit of KGSI and its successors and assigns. This instrument shall be effective as to the transfer of the Patents, Trademarks and Know-how as of the Closing Date.

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CAFFÉ D'AMORE, INC.

By: _____

Name: Chris Julias

Title: Chief Executive Officer

SC COPACKING COMPANY, INC.

By: _____

Name: Chris Julias

Title: Chief Executive Officer

**KERRY GROUP SERVICES
INTERNATIONAL LIMITED**

By: William R Coole

Name: William Coole

Title: Vice President and Secretary