

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
Rowland Coffee Roasters, Inc.		05/16/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	JMS Coffee Company
Street Address:	One Strawberry Lane
City:	Orrville
State/Country:	OHIO
Postal Code:	44667
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3271169	PILON
Registration Number:	0583889	SAVARIN
Registration Number:	0074002	SAVARIN
Registration Number:	1022786	
Registration Number:	3525548	CAFÉ BUSTELO
Registration Number:	3571790	SUPREME BY BUSTELO
Registration Number:	3672487	EL EXIGENTE
Registration Number:	2147108	ESTRELLA
Registration Number:	2101211	SOUTO
Registration Number:	2113768	CAFFE SIGNORE
Registration Number:	1248717	CAFE ALONSO
Registration Number:	0536894	PILON
Registration Number:	2467842	JAVA CABANA
Registration Number:	0343743	CAFE BUSTELO

OP \$990.00 3271169

Registration Number:	0561750	MEDAGLIA D'ORO
Registration Number:	0575046	MEDAGLIA D'ORO
Registration Number:	0680868	MEDAGLIA D'ORO GOLD MEDAL
Registration Number:	0843346	EL PICO
Registration Number:	0864636	BUSTELO
Registration Number:	0931920	CAFE BUSTELO
Registration Number:	0993489	GOLD MEDAL
Registration Number:	1162962	OQUENDO
Registration Number:	2066801	HOY COMO AYER...EN MI CASA TOMAN BUSTELO!
Registration Number:	2077304	I CAFE BUSTELO
Registration Number:	2127413	I CAFE BUSTELO
Registration Number:	2354484	MEDAGLIA D'ORO
Registration Number:	2540333	
Registration Number:	2741672	CAFÉ ALONSO
Registration Number:	2950600	ESPRESSO SHOT
Registration Number:	2231390	LA CREMOKA
Registration Number:	1736846	
Registration Number:	1656167	MOKA D'ORO
Registration Number:	1192060	LA CREMOKA
Registration Number:	3195123	CAFE BUSTELO
Registration Number:	3190107	PILON
Registration Number:	3172432	MEDAGLIA D'ORO
Registration Number:	0893377	
Registration Number:	2000264	ESPRESS THIS
Registration Number:	2129048	HOY COMO AYER... COMPARTIENDO CALIDEZ.

CORRESPONDENCE DATA

Fax Number: (330)684-3026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 1.330.684.6272
Email: heather.novak@jmsmucker.com
Correspondent Name: Adam M. Ekonomon
Address Line 1: One Strawberry Lane
Address Line 4: Orrville, OHIO 44667

ATTORNEY DOCKET NUMBER: RCR TO JMS COFFEE COMPANY

NAME OF SUBMITTER: Adam M. Ekonomon

TRADEMARK

REEL: 004545 FRAME: 0617

/Adam M. Ekonomon/

Date:

05/23/2011

Total Attachments: 16

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GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

THIS GENERAL INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered effective as of this 16th day of May, 2011 (the "Effective Date") by Rowland Coffee Roasters, Inc., a Florida corporation ("Rowland"), Café Pilon, Inc., a New Jersey corporation ("Café Pilon"), Moka D'Oro Espresso Corporation, a New York corporation ("Moka D'Oro"), Liotta S.A., a *sociedad anónima* (corporation) organized and existing under the laws of Ecuador ("Liotta") and Souto Properties, LLC, a Florida limited liability company ("Souto Properties," and together with Rowland, Café Pilon, Moka D'Oro and Liotta, collectively, the "Assignors" and each individually an "Assignor"), to and in favor of JMS Coffee Company, an Ohio corporation ("Assignee").

RECITALS

WHEREAS, the Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, each of the Assignors wishes to assign to Assignee, and Assignee wishes to acquire from the Assignors, all of each Assignor's rights, title and interest in any and all jurisdictions throughout the world in and to all of the "Company Intellectual Property" forming part of the "Purchased Assets" (as each said terms are defined and used in the Purchase Agreement), which includes but is not limited to all rights owned by any of the Assignors arising from or in respect of any of the following in any jurisdiction throughout the world: (i) patents, patent applications, patent disclosures and inventions, including any continuations, divisionals, continuations-in-part, renewals and reissues for any of the foregoing, (ii) Internet domain names and URLs, software, content and data that constitute the website at such domain names and URLs, (iii) trademarks, service marks, service names, trade dress rights, trade names, brand marks and names, slogans, logos and corporate names and registrations and applications for registration thereof (excluding the company name and trade name "Souto Properties, LLC") together with all of the goodwill associated therewith, (iv) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, and mask works and registrations and applications for registration thereof, (v) computer software, (specifically excluding all shrink wrap software), data, data bases and documentation thereof, (vi) trade secrets and other confidential and proprietary information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), Know-how, plans, proposals, copyrightable works, financial and marketing plans), and (vii) copies and tangible embodiments thereof (in whatever form or medium), including, without limitation, the items of Company Intellectual Property listed on Schedule A (collectively, "Assigned Intellectual Property"), in each case owned or used by Assignors in the operation of the Rowland Coffee Business.

NOW, THEREFORE, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the

United States or any foreign country, now or hereafter in effect, subject to any existing licenses or other rights previously granted by any Assignor to third parties with respect thereto, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same in Assignee's own name.

The Assignors hereby request the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Assigned Intellectual Property.

The Assignors shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee, provided that Assignee bears the expenses associated therewith, to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Intellectual Property and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Assignor) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of the Company Intellectual Property owned by the Assignors and sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, each of the Assignors and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNORS:

ROWLAND COFFEE ROASTERS, INC., a
Florida corporation

By: Jose Alberto Souto
Name: JOSE ALBERTO SOUTO

Title: Chief Executive Officer

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing Assignment was acknowledged before me this 11th day of May, 2011 by Jose Alberto Souto, the CEO of Rowland Coffee Roasters, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

Notary: _____
Print Name: Idania Garcia



[NOTARIAL SEAL]
Notary Public, State of _____
My commission expires: _____

CAFÉ PILON, INC., a New Jersey corporation

By: [Signature]

Name: JOSE E SOUTU

Title: Chief Executive Officer

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

The foregoing Assignment was acknowledged before me this 11th day of May, 2011 by Jose E Soutu, the CEO of Café Pilon, Inc., a New Jersey Corporation. He is personally known to me or has produced _____ as identification.

Notary: [Signature]
Print Name: _____



Idania Garcia
COMMISSION #EE 050714
EXPIRES: APR. 17, 2015
WWW.AARONNOTARY.com

[NOTARIAL SEAL]
Notary Public, State of _____
My commission expires: _____

MOKA D'ORO ESPRESSO CORPORATION, a
New York corporation

By: Angel L. Souto

Name: ANGEL L. SOUTO

Title: Chief Executive Officer

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing Assignment was acknowledged before me this 14th day of May, 2011 by Angel L. Souto, the CEO of Moka D'Oro Espresso Corporation, a New York corporation. He is personally known to me or has produced _____ as identification.

Notary: [Signature]
Print Name: _____



Idania Garcia
COMMISSION #EE050714
EXPIRES: APR. 17, 2015
WWW.AARONNOTARY.COM

[NOTARIAL SEAL]
Notary Public, State of _____
My commission expires:

LIOTTA S.A., an Ecuador corporation

By: [Signature]

Name: Luis Hualega

Title: VICE-PRESIDENT

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

SS:

The foregoing Assignment was acknowledged before me this 11th day of May, 2011 by Luis Hualega, the V.P. of Liotta S.A., an Ecuador limited liability company. He is personally known to me or has produced DL # H420-521 as identification.

54-139-0

Notary: [Signature]

Print Name: [Signature]



Idania Garcia
COMMISSION #EE050714
EXPIRES: APR. 17, 2015
WWW.AARONNOTARY.com

[NOTARIAL SEAL]

Notary Public, State of _____

My commission expires: _____

SOUTO PROPERTIES, LLC, a Florida limited liability company

By: *Jm*

Name: JOSE E SOUTO

Title: Manager

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

The foregoing Assignment was acknowledged before me this 11th day of May, 2011 by Jose E. Souto, the Manager of Souto Properties, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

Notary: *Jm*
Print Name: _____



Idania Garcia
COMMISSION #EE 050714
EXPIRES: APR. 17, 2015
WWW.AARONNOTARY.com

[NOTARIAL SEAL]
Notary Public, State of _____
My commission expires:

ASSIGNEE:

JMS COFFEE COMPANY, an Ohio corporation

By: R.K. Smucker
Name: Richard K. Smucker
Title: Chief Executive Officer

STATE OF OHIO)
)
COUNTY OF WAYNE)

SS:

The foregoing Assignment was acknowledged before me this 16th day of May, 2011 by Richard K. Smucker, the CEO of JMS Coffee Company, an Ohio corporation. He/She is personally known to me or has produced NA as identification.

Notary: Jeannette Knudsen
Print Name: Jeannette Knudsen

[NOTARIAL SEAL]
Notary Public, State of Ohio
My commission expires: None



JEANNETTE L. KNUDSEN, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

[Signature Page to General IP Assignment Agreement]

SCHEDULE A

ASSIGNED INTELLECTUAL PROPERTY





A. Marks



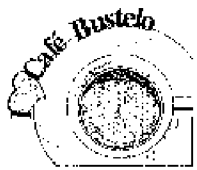


The following Marks are registered to Rowland:





<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
BUSTELO	1,776,440 Renewal # 2,415,536 (12/20/2010)	Argentina	12/20/2020
PILON	2.306.402	Argentina	8/13/2019
SAVARIN	818149060	Brazil	2/4/2017
BUSTELO	818,149,078	Brazil	2/4/2017
PILON & design	TMA 393,337	Canada	1/24/2022
BUSTELO	TMA 198,429	Canada	3/29/2019
MEDAGLIA D'ORO GOLD MEDAL & design	TMA 112,977	Canada	1/16/2019
MEDAGLIA D'ORO GOLD MEDAL & design (Gold Medal)	TMA 213,046	Canada	4/2/2021
EL PICO	TMA 209,896	Canada	10/3/2020
MOKA D'ORO	TMA 706,854 Replaces TMA 465,164	Canada	2/7/2023
BUSTELO	429.182	Chile	6/14/2014
PILON	849,682	Chile	5/15/2019
BUSTELO	5589115	China	7/6/2019
PILON (word)	5589116	China	7/6/2019
BUSTELO	163.193	Colombia	5/17/2014
EL PICO	161,618	Colombia	5/16/2014
BUSTELO	159.754	Costa Rica	6/13/2016

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
PILON (word)	195.056	Costa Rica	10/14/2014
BUSTELO	20,223	Dominican Republic	1/18/2012
BUSTELO	62	El Salvador	8/7/2016
BUSTELO	000316844	European Union	7/1/2016
MEDGALIA D'ORO & design (Gold Medal)	000374892	European Union	9/19/2016
PILON	7321631	European Union	10/16/2018
BUSTELO	26481-179-68	Guatemala	6/2/2013
PILON (word)	102.616	Honduras	10/29/2017
PILON	863,216	Italy	1/13/2019
BUSTELO	471877	Mexico	7/5/2013
EL PICO	472,602	Mexico	7/5/2013
BUSTELO	56642 LM	Nicaragua	1/20/2013
PILON (word)	56643 LM	Nicaragua	1/20/2013
BUSTELO	148375-01	Panama	1/19/2016
PILON (word)	148377-01	Panama	1/19/2016
BUSTELO	323,638	Paraguay	9/15/2019
PILON	323,267	Paraguay	8/27/2019
BUSTELO	145,987	Peru	12/9/2018
PILON	145,986	Peru	12/9/2018
BUSTELO	17,210	Puerto Rico	10/13/2011
BUSTELO & triangle design	17,211	Puerto Rico	10/13/2011
SAVARIN	399,277	South Korea	3/13/2018
BUSTELO	402948	South Korea	5/29/2018
BUSTELO	01264953	Taiwan	6/1/2017
PILON (word)	01264954	Taiwan	6/1/2017

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
PILON (word) PILON	3,271,169	United States	7/31/2013
SAVARIN (Stylized) 	0583889	United States	12/22/2013
SAVARIN (Stylized) 	0074002	United States	6/8/2019
misc. design (B&W portrait) 	1,022,786	United States	10/14/2015
CAFÉ BUSTELO CAFÉ BUSTELO	3,525,548	United States	10/28/2014
SUPREME BY BUSTELO SUPREME BY BUSTELO	3,571,790	United States	2/10/2015
EL EXIGENTE EL EXIGENTE	3,672,487	United States	8/25/2015
ESTRELLA (typed drawing)	2,147,108	United States	3/31/2018
SOUTO (typed drawing)	2,101,211	United States	9/30/2017
CAFFE SIGNORE (typed drawing)	2,113,768	United States	11/18/2017

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
CAFÉ ALONSO Gafé ALONSO	1,248,717	United States	8/16/2013
PILON & design 	0536894	United States	1/23/2021
JAVA CABANA (typed drawing)	2,467,842	United States	7/10/2021
CAFÉ BUSTELO & design 	0343743	United States	3/2/2017
MEDAGLIA D'ORO MEDAGLIA D'ORO	0561750	United States	7/22/2012
MEDAGLIA D'ORO & design (Gold Medal) 	0575046	United States	5/26/2013
MEDAGLIA D'ORO GOLD MEDAL & design 	0680868	United States	6/23/2019
EL PICO (typed drawing)	0843346	United States	1/30/2018

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
BUSTELO (typed drawing)	0864636	United States	2/24/2019
CAFE BUSTELO & portrait design 	0931920	United States	4/4/2012
GOLD MEDAL (typed drawing)	0993489	United States	9/24/2014
OQUENDO (typed drawing)	1,162,962	United States	7/28/2011
HOY COMO AYER...EN MI CASA TOMAN BUSTELO! (typed drawing)	2,066,801	United States	6/3/2017
I (HEART) CAFE BUSTELO 	2,077,304	United States	7/8/2017
I (HEART) CAFE BUSTELO & design 	2,127,413	United States	1/6/2018
MEDAGLIA D'ORO (typed drawings)	2,354,484	United States	6/6/2020
	2,540,333	United States	2/19/2012
CAFE ALONSO 	2,741,672	United States	7/29/2013
ESPRESSO SHOT (typed drawing)	2,950,600	United States	5/10/2011

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
LA CREMOKA (typed drawing)	2,231,390	United States	3/16/2019
misc. design (color) 	1,736,846	United States	12/1/2012
MOKA D'ORO (typed drawing)	1,656,167	United States	9/10/2011
LA CREMOKA (typed drawing)	1,192,060	United States	3/16/2012
CAFÉ BUSTELO 	3,195,123	United States	1/2/2013
PILON (word) 	3,190,107	United States	12/26/2012
MEDAGLIA D'ORO 	3,172,432	United States	11/14/2012
BUSTELO	307,120	Uruguay	10/16/2018
PILON	392,831	Uruguay	3/16/2020
BUSTELO	179815-P	Venezuela	7/7/2015

The following Marks are registered to Souto Properties:

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
BUSTELO	2001-0835	Cuba	9/21/11
ESTRELLA	2001-0836	Cuba	9/21/11
SOUTO	2001-0838	Cuba	9/21/11
EL PICO	2001-0834	Cuba	9/21/11
OQUENDO	2001-0833	Cuba	9/21/11

B. Applications for Registration

The following Mark applications have been filed by Rowland:

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
PILON	SM-3546-2008	7/28/08	Bolivia	Pending
BUSTELO	Not yet available.	Not yet available.	Ecuador	Pending
PILON	Not yet available.	Not yet available.	Ecuador	Pending
PILON	2006054885	1/19/06	El Salvador	Pending

The following Marks once registered to Rowland are no longer valid:

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Due</u>
Portrait of Barbara Kingsbury 	0893377	United States	Dropped
ESPRESSO THIS (typed drawing)	2000264	United States	Dead
HOY COMO AYER...COMPARTIENDO CALIDEZ (typed drawing)	2129048	United States	Dead

C. Other Trademark Rights

Common-law rights to the name "Café Spazzo" acquired by Café Pilon in 2007 pursuant to the Asset Purchase Agreement by and among Café Spazzo Specialty Coffees, Inc., Café Pilon and Pino Impagliazzo.

All rights to the name "Espresso Masters" and all derivation thereof acquired by Café Pilon pursuant to that certain Asset Purchase Agreement by and among Espresso Masters, Inc., Café Pilon and Mario Alonso dated as of November 1, 2008.

D. Domain Names

The following internet domain names are registered to Rowland:

www.javacabana.com
www.rowlandcoffee.com
www.cafebustelo.com
www.cafepilon.com
www.bustelocool.com

The following internet domain name is registered to Moka D'Oro:

www.mokadoro.com

E. Copyrights/Works of Authorship

None.

F. Patents/Patent Applications

None.

G. Know-How/Trade Secrets/Inventions

All of each Assignor's specialized, proprietary knowledge (including product knowledge and use and application knowledge), formulae, product formulations, processes, product designs, specifications, quality control, procedures, manufacturing, engineering and other drawings, computer data bases and software, technology, other intangibles, technical information, safety information, engineering data and design and engineering specifications, research records, market surveys and all promotional literature, customer and supplier lists and similar data in each case owned or used by Assignors in the operation of the Rowland Coffee Business.