# 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                            |
|----------------------|----------|----------------|--|
| PJ Bean Company, LLC |          | 105/06/2011    | LIMITED LIABILITY<br>COMPANY: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | The Coca-Cola Company |  |
|-----------------|-----------------------|--|
| Street Address: | 1 Coca-Cola Plaza     |  |
| City:           | Atlanta               |  |
| State/Country:  | GEORGIA               |  |
| Postal Code:    | 30313                 |  |
| Entity Type:    | COMPANY: DELAWARE     |  |

### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 2555473 | PLANET JAVA |
| Registration Number: | 2570175 | PLANET JAVA |

#### **CORRESPONDENCE DATA**

(404)676-7682 Fax Number:

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

Phone: (404) 515-0361 Email: vkeenan@na.ko.com Correspondent Name: Virginia Keenan Address Line 1: One Coca-Cola Plaza Address Line 4: Atlanta, GEORGIA 30313

| NAME OF SUBMITTER: | Virginia Keenan   |
|--------------------|-------------------|
| Signature:         | /Virginia Keenan/ |
| Date:              | 08/04/2011        |

**REEL: 004597 FRAME: 0735** 

Total Attachments: 5
source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif

TRADEMARK REEL: 004597 FRAME: 0736

### Trademark Assignment Agreement

WHEREAS, PJ Bean Company, LLC ("Assignor"), a limited liability company organized and existing under the law of Delaware, U.S.A. whose address is 1 Coca-Cola Plaza, Atlanta, Georgia 30313, U.S.A., is the owner of all right, title and interest in and to the trademarks listed in Schedule A (collectively the "Trademarks") and all goodwill related thereto; and

WHEREAS The Coca-Cola Company ("Assignee"), a company organized and existing under the law of Delaware, U.S.A. whose address is 1 Coca-Cola Plaza, Atlanta, Georgia 30313, U.S.A., is desirous of acquiring the Trademarks as well as the goodwill associated therewith:

WHEREAS, Assignor agrees that it will execute or arrange for execution of such further assignment documents or other legal instruments as may be required, if any, from Assignor to permit Assignee to obtain recordation of the assignments and registrations therewith, from Assignor to Assignee.

NOW THEREFORE, In pursuance of the said agreement and in consideration of the sum of ten dollars (\$10.00 USD) now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged)", Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Trademarks, including the right of filing additional arguments on all pending oppositions made by Assignor on the basis of the Trademarks against trademark applications filed by third parties, and together with the goodwill of the business symbolized by the Trademarks, as well as all rights to damages, profits, due or accrued, of our past and future infringement of the Trademarks and the right to sue and recover for the same. The subject trademarks are being assigned for all goods and services for which they are registered.

This Agreement constitutes the entire agreement amongst Assignor and Assignee. There are no terms or conditions or other obligations regarding the Trademarks between Assignor and Assignee that are not included in this Agreement. This Agreement will supersede all prior agreements, oral discussions, or understandings between Assignor and Assignee regarding the above listed Trademarks.

Assignor makes no warranties or representations regarding the Trademarks other than what are contained in this Agreement. As such, the Trademarks are to be transferred to Assignee "AS IS."

[Signatures On The Following Pages]

l Classified - Internal use

In WITNESS WHEREOF, the parties agree that this Assignment is effective as of () day of May, 2011.

PJ Bean Company, LLC

Name William D. Hawkins III

NOTARY ACKNOWLEDGEMENT

Global TM Counsel

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the forgoing instrument with full authority to do so on behalf of such party.

Commission Expires Market Action, Gwinnert County, George Report of the County of the

Seal:

In WITNESS WHEREOF, the parties agree that this Assignment is effective as of 0 day of May, 2011.

The Coca-Cola

lame Danise

Title Head of Datellictu

Date: May 3 2011

NOTARY ACKNOWLEDGEMENT

Before the undersigned authority duly empowered to administer oaths personally appeared the individual identified above who, after being duly sworn, attested that he/she is the authorized representative of the party identified above, and that he/she signed the forgoing instrument with full authority to do so on behalf of such party.

Name

Commission Expires\_

Notary Public, Gwinnett County, Georgie.

My Commission Expires Jan. 8, 201

Seal:

# **EXHIBIT 1**

Classified - Internal use

TRADEMARK REEL: 004597 FRAME: 0740

| Trademark       | Country       | Registration/Application No. |
|-----------------|---------------|------------------------------|
| PLANET JAVA     | United States | 2555473                      |
| MAILES<br>VANUE | United States | 2570175                      |

Classified - Internal use

**RECORDED: 08/04/2011** 

TRADEMARK REEL: 004597 FRAME: 0741