

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
Whiskey Ginger, Inc.	FORMERLY Stumptown Incorporated	08/26/2011	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Stumptown Coffee Corp.		
Street Address:	2376 S.E. 45th Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97215		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85096149	ROAD SODA	
Serial Number:	85207571	COLD BREW	
Serial Number:	85252162		
Serial Number:	85272663	LITTLE BEIRUT	
CORRESPONDENCE DATA			
Fax Number:	(503)224-7329		
Phone:	503-224-7529		
Email:	ian@dascenzoiplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ian D. Gates		
Address Line 1:	522 S.W. 5th Avenue		
Address Line 2:	Suite 925		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	STP 408, 411, 422, 423		

CH \$115.00 85096149

900202125

TRADEMARK
REEL: 004622 FRAME: 0937

NAME OF SUBMITTER:	Ian D. Gates
Signature:	/Ian D. Gates/
Date:	09/14/2011

Total Attachments: 23

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UPDATED ASSIGNMENT OF MARKS AND COPYRIGHTS

This Updated Assignment of Marks and Copyrights is by and between Whiskey Ginger, Inc. ("WGI"), an Oregon corporation having an address at 2376 SE 45th Avenue, Portland, Oregon 97215, and Stumptown Coffee Corp. ("SCC"), a Delaware corporation having an address at 2376 SE 45th Avenue, Portland, Oregon, 97215, collectively the Parties. This Updated Assignment of Marks and Copyrights shall have an effective date of May 11, 2011.

WHEREAS, in connection with a Contribution and Asset Purchase Agreement between the Parties dated April 15, 2011 (the "Purchase Agreement"), on May 11, 2011, the Parties entered into an Assignment of Marks and Copyrights (the "May 2011 Assignment"), a copy of which is attached as an Exhibit hereto, and which is incorporated herein by reference and remains in full effect. In the May 2011 Assignment, the Parties are identified as Stumptown Incorporated and Stumptown Coffee Corp.

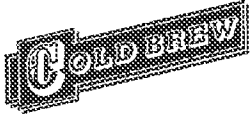

WHEREAS, on June 16, 2011, Stumptown Incorporated changed its name to Whiskey Ginger, Inc., and therefore WGI and Stumptown Incorporated are one and the same entity.

WHEREAS, it has come to the Parties attention that the May 2011 Assignment may be deficient with respect to the intent-to-use ("ITU") U.S. Trademark Applications identified therein.

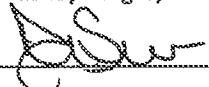
WHEREAS, the Parties desire to ratify and clarify the May 2011 Assignment, and to the extent that the May 2011 Assignment is deficient, to correct the May 2011 Assignment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

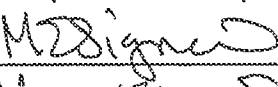
WGI hereby ratifies and clarifies that the May 2011 Assignment, together with the Purchase Agreement, collectively included an assignment from WGI to SCC of the portion of the ongoing and existing business of WGI (Stumptown Incorporated) to which the following marks pertain. To the extent that the May 2011 Assignment, together with the Purchase Agreement, did not include an assignment from WGI to SCC of the portion of the ongoing and existing business of WGI (Stumptown Incorporated) to which the following marks pertain, WGI hereby assigns to SCC the entire right, title, and interest in and to the marks identified in the following table, and to the identified ITU U.S. Trademark Applications, together with the portion of the ongoing and existing business of WGI (Stumptown Incorporated) to which the marks pertain:

Mark	Serial No.	Filing Date
ROAD SODA	85/096,149	July 29, 2010
	85/207,571	December 29, 2010
	85/252,162	February 25, 2011
LITTLE BEIRUT	85/272,663	March 21, 2011

Whiskey Ginger, Inc.

Signed: 
 Name: Dwayne Sorenson
 Title: Owner / President
 Date: 8.26.11

Stumptown Coffee Corp.

Signed: 
 Name: Mary Ellen Signer
 Title: CFO
 Date: 8.25.11

ASSIGNMENT OF MARKS AND COPYRIGHTS

This Assignment of Marks and Copyrights (this "Assignment") is made and entered into on this 11th day of May, 2011, by Stumptown Incorporated, an Oregon corporation with an address at 2376 SE Division Street, Portland, Oregon 97215, United States of America ("Assignor") and Stumptown Coffee Corp., a Delaware corporation with an address at 2376 SE Division Street, Portland, Oregon 97215 ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, including any and all trademark registrations and applications for same, identified in Schedule 1 and all common law rights in same, including all of the goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignor is the owner of all right, title and interest in and to the works, including any and all copyright registrations and applications for same, identified in Schedule 2 and all common law rights in same (collectively, the "Copyrights");

WHEREAS, Assignee desires to acquire all rights to the Marks and the Copyrights throughout the world and the registrations and applications for same; and

WHEREAS, Assignor and Assignee, among others, have entered into a Contribution and Asset Purchase Agreement, dated as of April 15, 2011 (together with any amendments thereto, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets (as defined in the Purchase Agreement).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers over to Assignee Assignor's entire right, title and interest in and to the Marks and the Copyrights throughout the world, including all of the goodwill associated with the Marks, the same to be held by Assignee, its successors, assigns and other legal representatives.
2. Further Actions. Assignor and Assignee, at another party's request and without further consideration, shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, including obtaining any necessary consents or approvals from, or making any necessary filings with, any domestic or foreign regulatory agencies, and execute, acknowledge and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment.


3. Successors and Assigns. All of the terms and conditions hereof shall be for and inure to the benefit of and shall bind the respective parties hereto and their successors and assigns.
4. Subject to Purchase Agreement. This Assignment is subject to the terms and conditions of the Purchase Agreement.
5. Captions. The captions in this Assignment are inserted for convenience of reference only and shall not be considered in construing and enforcing this Assignment.
6. Amendment. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto. No supplement, alteration or modification of this Assignment shall be binding unless executed in writing by the parties hereto.
7. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same instrument. A digital or facsimile counterpart of this Assignment shall be sufficient to bind a party hereto to the same extent as an original.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflicts of laws.

[Remainder of Page Intentionally Left Blank]

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


ASSIGNOR:

Stumptown Incorporated, an Oregon corporation

By: 
Duane A. Sorenson
President and Secretary

ASSIGNEE:

Stumptown Coffee Corp., a Delaware corporation

By: 
Alexander S. Panos
President

[Signature page to Assignment of Marks and Copyrights]

SCHEDULE 1

MARKS

[See attached.]

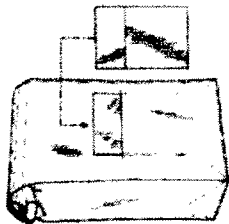


TRADEMARK MATTERS

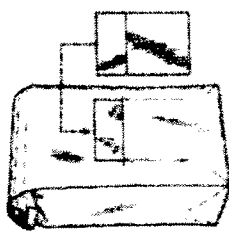
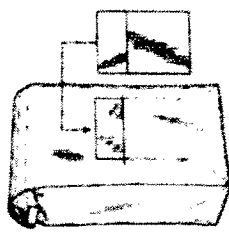
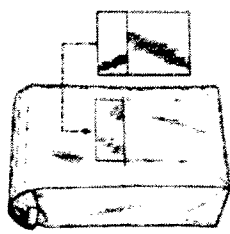
DPT File	Mark	Country	Date Filed	Serial No.	Goods/Services	Status
STP 401	STUMPTOWN	U.S.	07/07/2003	78/271,215	coffee beans and coffee in Class 30	Registered June 15, 2004 as U.S. Reg. No. 2,853,914.
STP 402	HOLLER MOUNTAIN	U.S.	07/07/2003	78/271,213	coffee beans and coffee in Class 30	Registered June 15, 2004 as U.S. Reg. No. 2,853,913.
STP 403	TRAPPER CREEK	U.S.	07/07/2003	78/271,210	coffee beans and coffee in Class 30	Registered June 15, 2004 as U.S. Reg. No. 2,853,912.
STP 404	HAIR BENDER	U.S.	07/07/2003	78/271,203	coffee beans and coffee in Class 30	Registered June 22, 2004 as U.S. Reg. No. 2,856,072.
STP 405	CHERRY	U.S.	09/06/2006	78/968,048	magazines featuring coffee, coffee culture and the coffee industry in Class 16	Registered September 21, 2010 as U.S. Reg. No. 3,851,775.

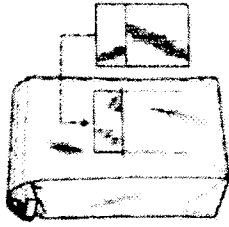
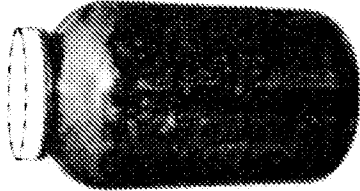
DPT File No.	Mark	Country	Date Filed	Serial No.	Goods/Services	Status
STP 406	STUMPTOWN	U.S.	07/29/2010	85/096,299	consulting in the field of building construction; consulting in the field of coffee shop and restaurant construction, build-out and construction layout for coffee equipment; coffee equipment installation, repair servicing, and maintenance in International Class 37; education services, namely, providing classes in the field of coffee and espresso incorporating espresso preparation, drink building, coffee brewing, science of espresso, coffee cupping, coffee tasting, and the coffee industry; barista training in International Class 41; and coffee shops in International Class 43	Pending. Application published ¹ on March 15, 2011. Opposition period ends on April 14, 2011.


¹ When an application is "published," it means that the Trademark Examining Attorney has approved it for registration, and a 30-day opposition period is provided to permit third parties to oppose registration if they believe they will be damaged by the registration.

DIPL. File	Mark	Country	Date Filed	Serial No.	Goods/Services	Status
STP 407	STUMPTOWN COFFEE ROASTERS	U.S.	07/29/2010	85/096,327	coffee beans and coffee in International Class 30; consulting in the field of building construction; consulting in the field of coffee shop and restaurant construction, build-out, and construction layout for coffee equipment; coffee equipment installation, repair servicing, and maintenance in International Class 37; education services, namely, providing classes in the field of coffee and espresso, incorporating espresso preparation, drink building, coffee brewing, science of espresso, coffee cupping, coffee tasting, and the coffee industry; barista training in International Class 41; and coffee shops in International Class 43	Pending. Application published on March 15, 2011. Opposition period ends on April 14, 2011.
STP 408	ROAD SODA	U.S.	07/29/2010	85/096,149	coffee and coffee-based beverages in Class 30	Pending. Application published on March 22, 2011. Opposition period ends on April 21, 2011.

DDP File	Mark	Country	Date Filed	Serial No.	Goods/Services	Status
STP 409	COFFEE BAG WITH CARD (Product Packaging) 	U.S.	12/29/2010	85/207,569	coffee beans in Class 30	Pending.
STP 410	COFFEE BAG WITH STITCHING AND RIBBON (Product Packaging) 	U.S.	12/29/2010	85/207,568	coffee beans in Class 30	Pending.
STP 411	COLD BREW & Design 	U.S.	12/29/2010	85/207,571	coffee and coffee-based beverages in Class 30	Pending.
STP 412CA	STUMPTOWN	Canada	11/24/2010	1,505,332	coffee	Pending.

DUP File	Mark	Country	Date Filed	Serial No.	Goods/Services	Status
STP 413	COFFEE BAG WITH CARD (Product Packaging) 	WA State	02/11/2011	54430	coffee beans	Issued February 11, 2011 as Washington State Trademark Reg. No. 54430.
STP 414	COFFEE BAG WITH CARD (Product Packaging) 	OR State	02/11/2011	T41613	coffee beans	Issued February 11, 2011 as Oregon State Trademark Reg. No. T41613.
STP 415	COFFEE BAG WITH CARD (Product Packaging) 	CA State	02/25/2011	Not yet assigned.	coffee beans	Pending.

STP File	Mark	Country	Date Filed	Serial No.	Goods/Services	Status
STP 416	COFFEE BAG WITH CARD (Product Packaging) 	NY State	02/11/2011	Not yet assigned.	coffee beans	Pending.
STP 417CA	HOLLER MOUNTAIN	Canada	1/26/2011	1512739	coffee	Pending.
STP 418CA	TRAPPER CREEK	Canada	1/26/2011	1512741	coffee	Pending.
STP 419CA	HAIR BENDER	Canada	1/26/2011	1512743	coffee	Pending.
STP 421	BROWN JAR (Product Packaging) 	U.S.	2/25/2011	85/252,120	coffee beans	Pending.

App. File	Mark	Country	Date Filed	Serial No.	Goods/Services	Status
STP 422	BROWN STUBBY BOTTLE (Product Packaging) 	U.S.	2/25/2011	85/252,162	coffee and coffee-based beverages	Pending.
STP 423	LITTLE BEIRUT	U.S.	3/21/2011	85/272,663	coffee beans and coffee in Class 30 and coffee shops and coffee bars in Class 43	Pending.

SCHEDULE 2

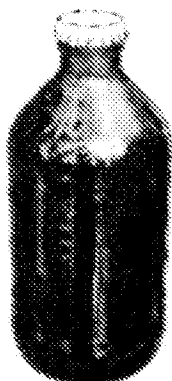
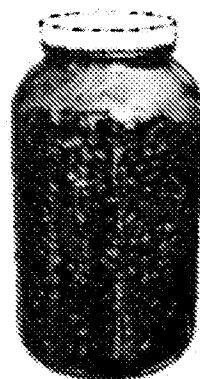
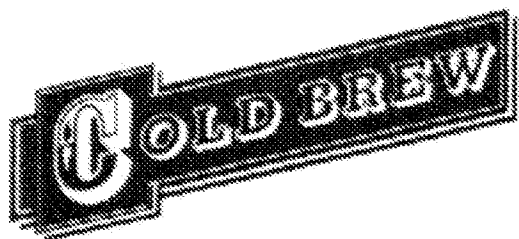
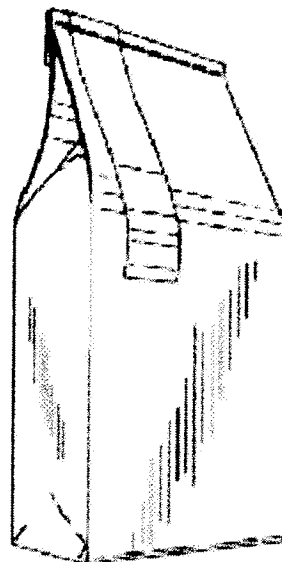
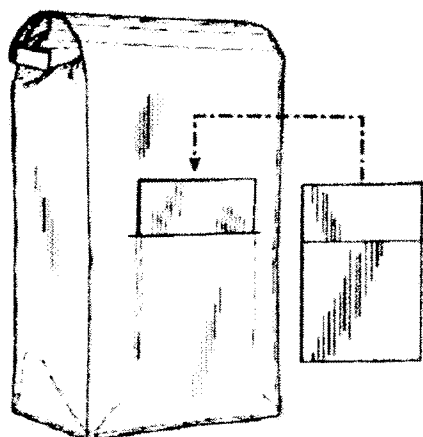
COPYRIGHTS

Assignor has unregistered copyrights on the designs attached hereto and all its packaging and packaging inserts.

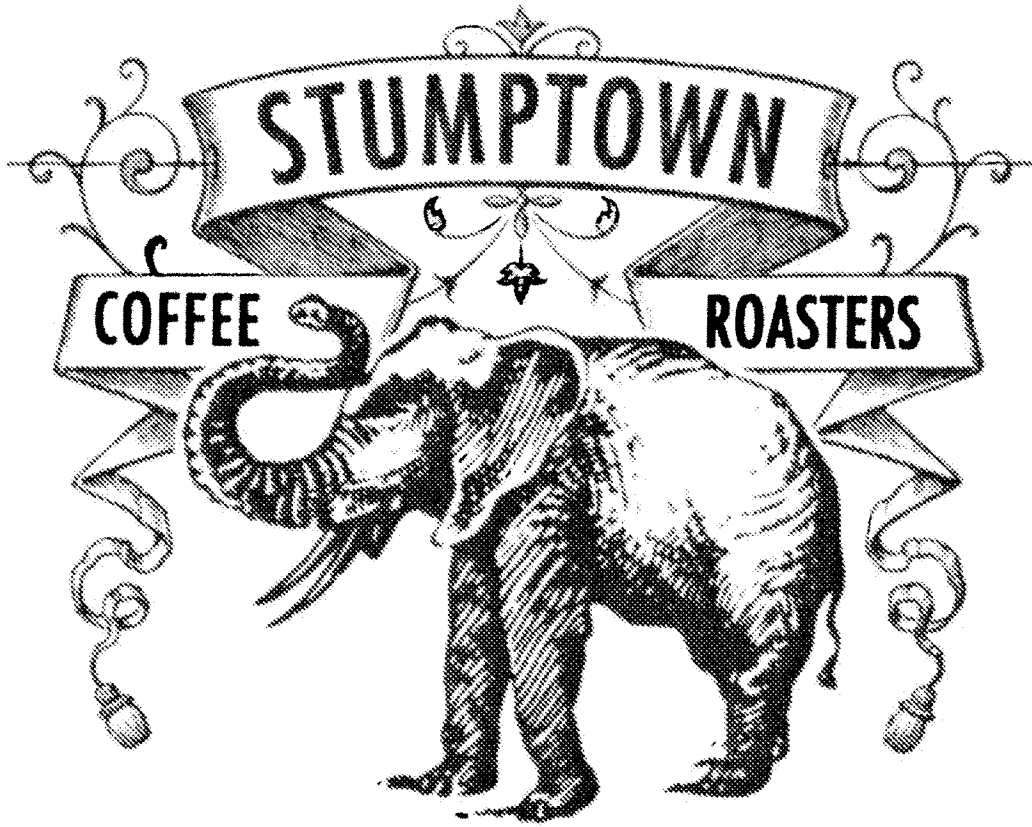
Assignor uses the following website: stumptowncoffee.com.

Schedule 6.13(h)

Designs

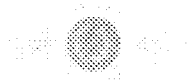


STUMPTOWN COFFEE ROASTERS



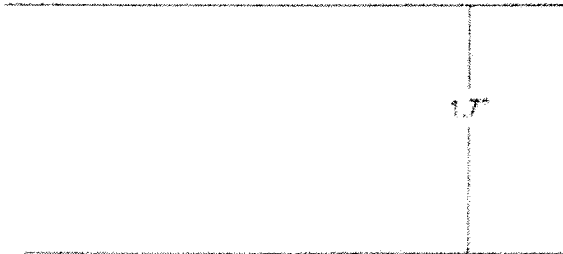
~ Fine Coffees ~

STUMPTOWN
COFFEE ROASTERS



www.stumptowncoffee.com

STUMPTOWN
COFFEE ROASTERS
EST. 1999



KEEP REFRIGERATED
ROASTED
DAILY

**STUMPTOWN
COFFEE ROASTERS**

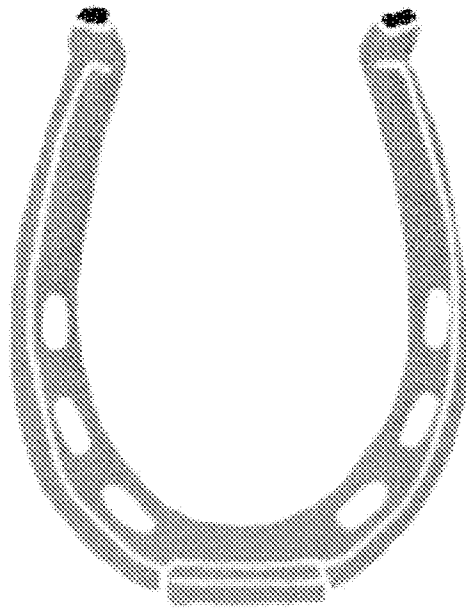
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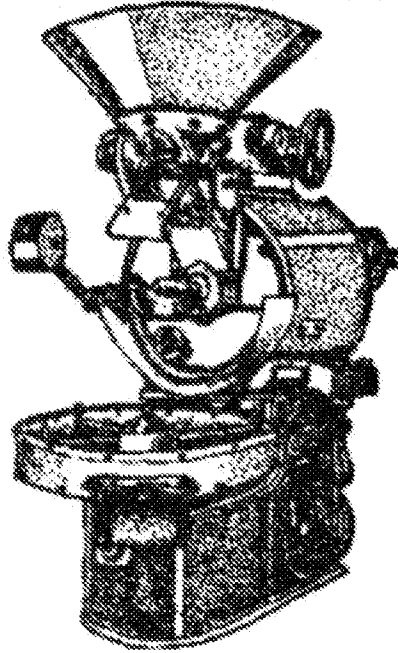
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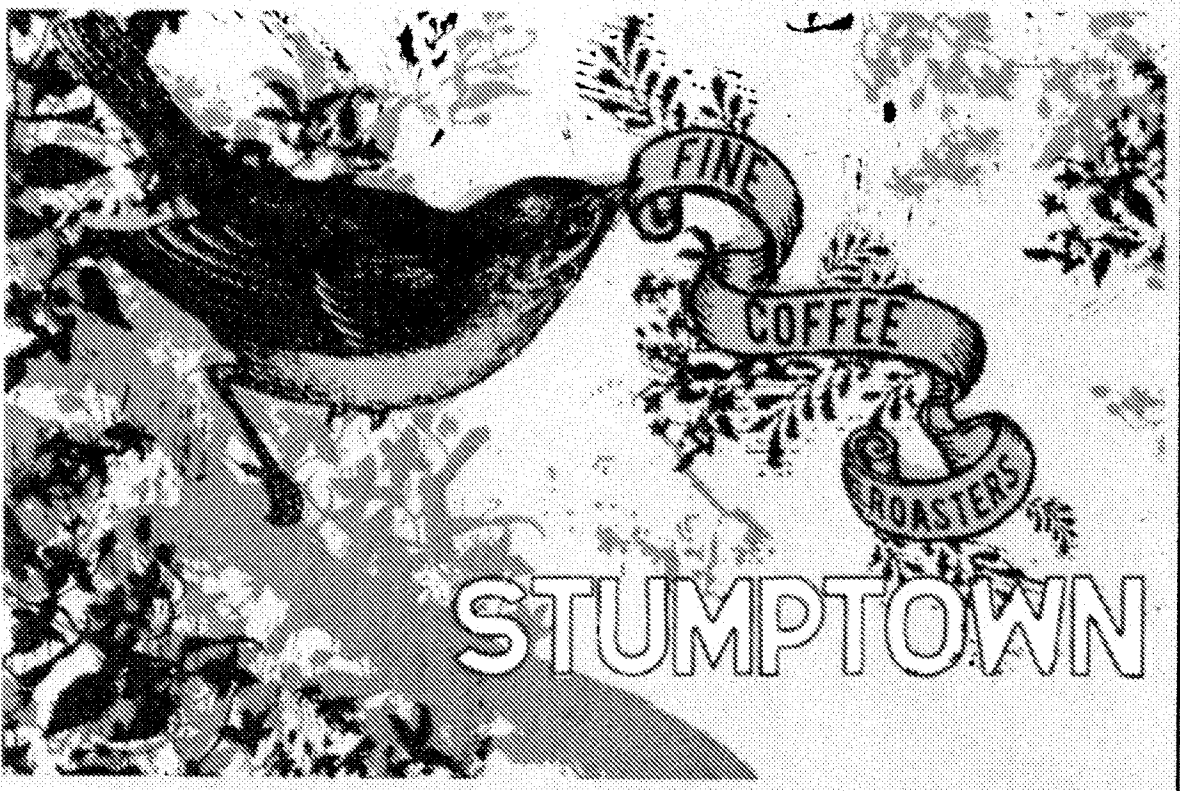
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Stumptown
COFFEE ROASTERS



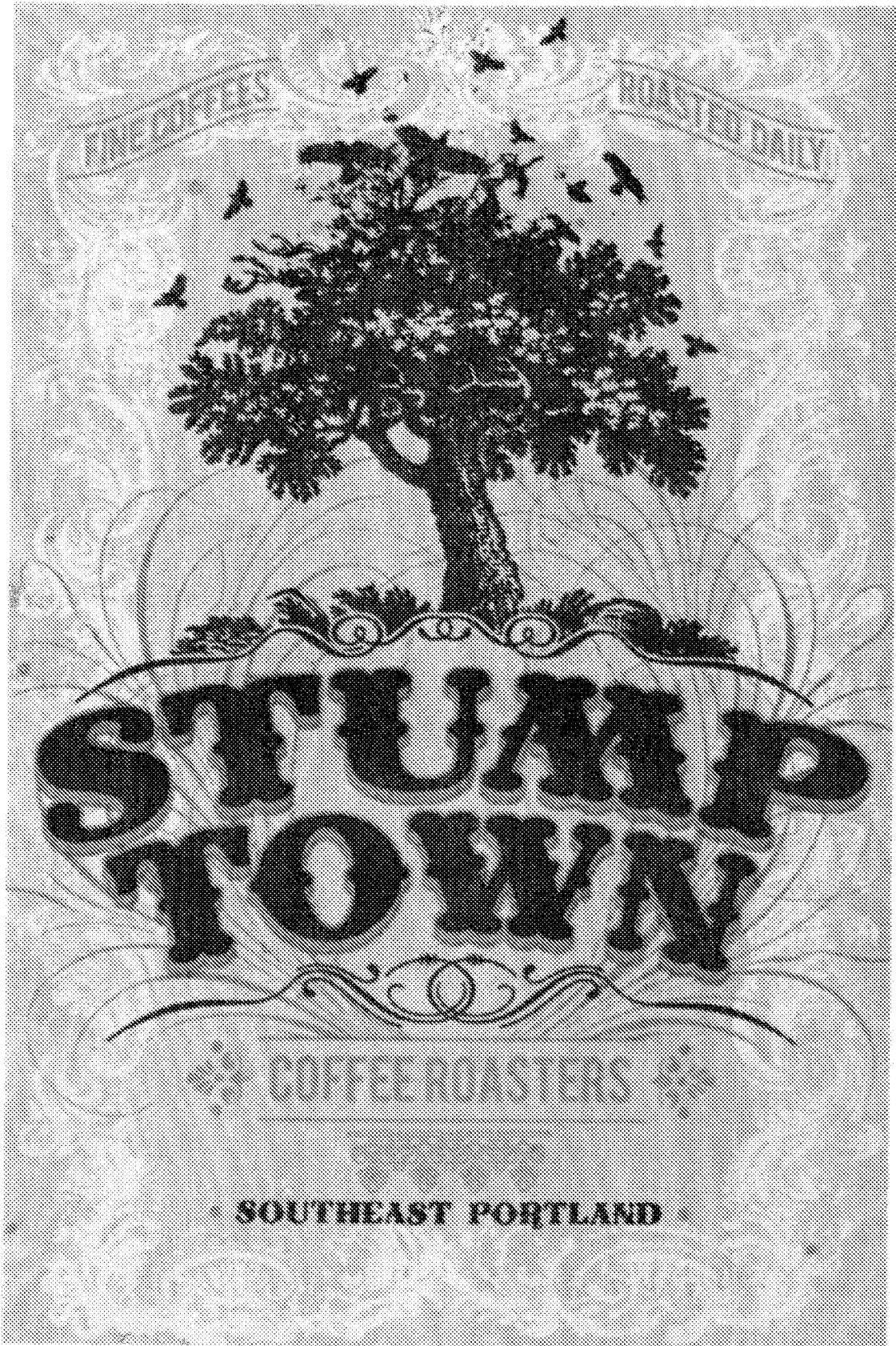
— STUMPTOWN COFFEE ROASTERS —





STUMPTOWN
COFFEE ROASTERS







Stumptown
COFFEE ROASTERS



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coffee roasters