

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rose Coffee Company		07/31/2012	CORPORATION: MISSOURI

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Ronnoco Coffee, LLC
<b>Street Address:</b>	4241 Sarpy Ave.
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63110
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3079510	CLEARBROOK
<b>Registration Number:</b>	4067205	CLEARBROOK

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2485668453
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	248-566-8452
<b>Email:</b>	tmdocketing@honigman.com
<b>Correspondent Name:</b>	Jennifer M. Hetu
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304

<b>ATTORNEY DOCKET NUMBER:</b>	205219-327179
<b>NAME OF SUBMITTER:</b>	Jennifer M. Hetu
<b>Signature:</b>	/jmh/

CH \$65.00 3079510

Date:

08/01/2012

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of July 31, 2012, is made by and between Rose Coffee Company, a Missouri corporation (the "Company"), and Ronnoco Coffee, LLC, a Delaware limited liability company (the "Buyer"). Capitalized terms used in this Agreement but not otherwise defined have the meanings given to them in the Purchase Agreement (as defined in Recital A below).

### *Recitals*

A. The Company, the Buyer and the shareholders of the Company signatory thereto are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Company has agreed to sell, assign, transfer and deliver the Purchased Assets, including the Proprietary Rights, to the Buyer, and the Buyer has agreed to assume, pay, perform and discharge when due, in accordance with their respective terms, the Assumed Liabilities.

B. The parties desire to effect the sale, assignment, transfer and delivery of the Proprietary Rights to the Buyer, with the Company selling, assigning, transferring and delivering all such Proprietary Rights to the Buyer, and the Buyer accepting all such Proprietary Rights as set forth below.

C. This Agreement is being executed and delivered at the Closing pursuant to the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Proprietary Rights.** The Company hereby irrevocably sells, assigns, transfers and delivers to the Buyer, and its successors and assigns, all of the Company's right, title and interest, of whatever kind, throughout the world, in and to the Proprietary Rights, including more specifically, but without limitation, (a) any and all of the Company's trademarks, service marks, trade names, domain names and all applications therefore (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in the attached Exhibit A and (b) all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect.

2. **Rights.** The foregoing sales, assignments and transfers all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, the Company agrees that they shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by the Buyer of the Proprietary Rights, or assist any third party in any of the foregoing.

3. **Further Assurances.** The Company will, at the Buyer's sole cost and expense, promptly take such actions to the extent that the applicable information or documentation is in the possession or control of the Company, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by the Buyer to complete the transfer of the Proprietary Rights to the Buyer as herein set forth.

4. **Conflict with Purchase Agreement.** This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. **Recordation.** The Company hereby authorizes the Commissioner for Trademarks of the U.S. Patent and Trademark Office and any other appropriate national, federal and state government officials, at the Buyer's sole cost and expense, to record this Assignment upon request by the Buyer or its representatives and to issue one or more new certificates of registration in the Buyer's name.

6. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Company and the Buyer.

7. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Missouri, without giving effect to the choice of law principles thereof or of any other jurisdiction.

9. **Execution.** This Agreement may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed as of the date first written above.

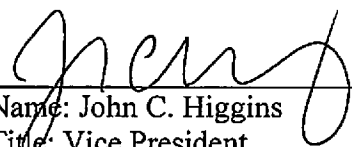
**COMPANY:**

ROSE COFFEE COMPANY

By: \_\_\_\_\_  
Name: Mark J. Guyol  
Title: President

**BUYER:**

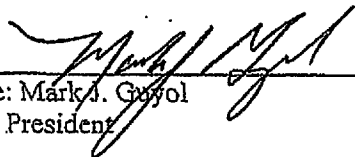
RONNOCO COFFEE, LLC

By:  \_\_\_\_\_  
Name: John C. Higgins  
Title: Vice President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed as of the date first written above.

COMPANY:

ROSE COFFEE COMPANY

By:   
Name: Mark J. Goyol  
Title: President

BUYER:

RONNOCO COFFEE, LLC

By: \_\_\_\_\_  
Name: John C. Higgins  
Title: Vice President

**Exhibit A**

**REGISTERED TRADEMARKS**

See following page(s).

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ROSE COFFEE COMPANY

U.S. Trademark Registrations

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Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	6-Year Affidavit Date	Renewal Date
1. Clearbrook	Registered	78610959	04/18/2005	3079510	04/11/2006	N/A	04/11/2016
2. Clearbrook and Design	Registered	85312549	05/04/2011	4067205	12/06/2011	12/06/2017	12/06/2021

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ROSE COFFEE COMPANY

State Trademark Registrations

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Trademark	Status	Registration Number	Registration Date	Renewal Date
1. Clearbrook and Design				
- Illinois	Registered	84729	02/08/2000	02/08/2015
- Indiana	Registered	2001-0182	04/06/2001	04/04/2016
- Kentucky	Registered	013942	04/17/2001	04/17/2016
- Missouri	Registered	14928	01/27/2000	01/26/2020
- Oklahoma	Registered	31599/12006587	03/26/2001	03/26/2016
2. Clearbrook				
- Illinois	Registered	84730	02/08/2000	02/08/2015