

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
Ronnoco Coffee Company		07/31/2012	CORPORATION: MISSOURI

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2067017	BLUE NILE
Registration Number:	3978213	CAUTION: EXTREMELY DELICIOUS!
Registration Number:	2069429	COSTAMALA
Registration Number:	2905325	EARTH & SKY
Registration Number:	3323121	FIGHT BRAIN DRAIN!
Registration Number:	4047159	MICROCLIMATE
Registration Number:	3395633	PLENTIFUL EARTH
Registration Number:	1708501	RONNOCO
Registration Number:	2528094	SELECTED GLOBALLY ROASTED LOCALLY
Registration Number:	3275642	SIPWELL
Serial Number:	85206011	SUMATROPIA
Registration Number:	3872861	TEA IT UP
Registration Number:	3304715	XTREME CAFFEINE BY RONNOCO

CORRESPONDENCE DATA

CH \$340.00 2067017

Fax Number: 2485668453

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 248-566-8452

Email: tmdocketing@honigman.com

Correspondent Name: Jennifer M. Hetu

Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	205219-327179
NAME OF SUBMITTER:	Jennifer M. Hetu
Signature:	/jmh/
Date:	08/01/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of July 31, 2012, is made by and between Ronnoco 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.

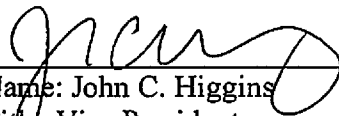
COMPANY:

RONNOCO COFFEE COMPANY

By: _____
Name: Frank J. Guyol, III
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:

RONNOCO COFFEE COMPANY

By: 

Name: Frank J. Guyot, III
Title: President

BUYER:

RONNOCO COFFEE, LLC

By: _____

Name: John C. Higgins
Title: Vice President

Exhibit A

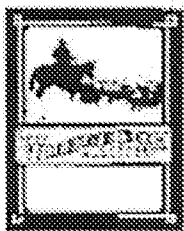
Trademarks, Tradenames and other Proprietary Rights

UNREGISTERED TRADEMARKS

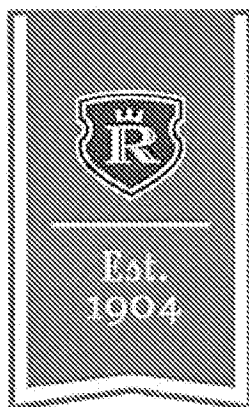
1. Wild Horse Creek Coffee Roasters



2. Wild Horse Creek Coffee Roasters and Design



3. R and Design:



4. R and Design:



DOMAIN NAMES

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Owner</u>
clearbrookwater.net	7/8/2016	Ronnoco
mid-americancoffee.com	7/8/2016	Ronnoco
mid-americancoffee.net	12/20/2017	Ronnoco
midamericancoffee.com	2/27/2017	Ronnoco
midamericancoffee.net	12/20/2017	Ronnoco
ronnoco.com	12/10/2016	Ronnoco
seattleroastcoffee.com	2/28/2018	Ronnoco
shopronnoco.com	10/10/2012	Ronnoco
wildhorsecreekcoffee.com	3/23/2021	Ronnoco

REGISTERED TRADEMARKS

See following page(s).

RONNOCO COFFEE COMPANY

U.S. Trademark Registrations/Applications

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	6-Year Affidavit Date	Renewal Date
1. Blue Nile	Registered	75106014	05/17/1996	2067017	06/03/1997	N/A	06/03/2017
2. Caution: Extremely Delicious	Registered	85182600	11/22/2010	3978213	06/14/2011	06/14/2017	06/14/2021
3. Costamala	Registered	75105966	05/17/1996	2069429	06/10/1997	N/A	06/10/2017
4. Earth & Sky	Registered	76531347	07/10/2003	2905325	11/23/2004	N/A	11/23/2014
5. Fight Brain Drain!	Registered	77101869	02/07/2007	3323121	10/30/2007	10/30/2013	10/30/2017
6. Microclimate	Registered	85167878	11/03/2010	4047159	10/25/2011	10/25/2017	10/25/2021
7. Plentiful Earth	Registered	77155294	04/12/2007	3395633	03/11/2008	03/11/2014	03/11/2018
8. Ronnoco	Registered	74209797	10/07/1991	1708501	08/18/1992	N/A	08/18/2022
9. Selected Globally Roasted Locally	Registered	75729471	06/15/1999	2528094	01/08/2002	N/A	01/08/2022
10. Sipwell	Registered	76492473	02/25/2003	3275642	08/07/2007	08/07/2013	08/07/2017
11. Sumatropia	Pending	85206011	12/27/2010	N/A	N/A	N/A	N/A
12. Tea It Up	Registered	77969540	03/26/2010	3872861	11/09/2010	11/09/2016	11/09/2020
13. Xtreme Caffeine by Ronnoco	Registered	78920052	06/29/2006	3304715	10/02/2007	10/02/2013	10/02/2017

RONNOCO COFFEE COMPANY

State Trademark Registrations

Trademark	Status	Registration Number	Registration Date	Renewal Date
1. Camellia				
- Illinois	Registered	83258	02/22/1999	02/22/2014
- Indiana	Registered	2010-0595	12/1/2010	11/30/2015
- Iowa	Registered	407738	11/29/2010	11/29/2015
- Kansas	Registered	18355	12/01/2010	12/01/2015
- Missouri	Registered	14591	02/18/1999	02/17/2019
2. Seattle Roast				
- Arizona	Registered	41867	11/23/1998	11/23/2018
- California	Registered	101781	10/02/1996	10/02/2016
- Georgia	Registered	T15698	06/24/1996	06/24/2016
- Idaho	Registered	15496	09/30/1996	09/30/2016
- Illinois	Registered	75780	12/30/1994	12/30/2014
- Indiana	Registered	5010-2891	03/06/1995	03/04/2015
- Iowa	Registered	183669	03/14/1995	03/01/2015
- Kansas	Registered	13334	01/03/1995	01/03/2015
- Kentucky	Registered	14044	09/09/1996	09/09/2016
- Michigan	Registered	MO1-298	09/25/1996	09/25/2016
- Missouri	Registered	13104	01/18/1995	01/17/2015
- New Mexico	Registered	TK96090313	09/03/1996	09/03/2016
- New York	Registered	R30519	04/11/1995	11/22/2014
- Ohio	Registered	1051820	12/21/1998	12/21/2018
- Oregon	Registered	T30913	09/10/1996	09/09/2016
- Pennsylvania	Registered	2847284	11/23/1998	11/23/2013
- Tennessee	Registered	1062339	06/17/1996	06/17/2016
- Texas	Registered	55780	06/17/1996	06/17/2016
- Virginia	Registered	2946	06/18/1996	06/18/2016
- Wisconsin	Registered	N/A	03/22/1995	11/30/2014

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