

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
Autocrat, LLC	FORMERLY Autocrat, Inc.	09/13/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	New England Tea & Coffee Co., Inc.		
Street Address:	100 Charles Street		
City:	Malden		
State/Country:	MASSACHUSETTS		
Postal Code:	02148		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2388549	NEWPORT COFFEE TRADERS	
CORRESPONDENCE DATA			
Fax Number:	8602406150		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	860-240-6029		
Email:	rztzelsberger@murthalaw.com		
Correspondent Name:	H. Kennedy Hudner, Esq.		
Address Line 1:	CityPlace 1, 185 Asylum Street		
Address Line 2:	Murtha Cullina LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	NE TM-1		
NAME OF SUBMITTER:	H. Kennedy Hudner		
Signature:	/H. Kennedy Hudner/		

CH \$40.00 2388549

Date:

10/10/2012

Total Attachments: 7

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**ASSIGNMENT AND ASSUMPTION OF
TRADEMARKS AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT** (this "Agreement") is made and entered into effective as of September 13, 2012, by and between **AUTOCRAT, LLC**, a Delaware limited liability company (the "Assignor"), and **NEW ENGLAND TEA & COFFEE CO., INC.**, a Massachusetts corporation ("Assignee").

WITNESSETH:

WHEREAS, the Assignee, and the other parties thereto, have executed and delivered an Asset Purchase Agreement, dated as of September 13, 2012 (the "Asset Purchase Agreement"), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Purchased Assets (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Asset Purchase Agreement) and to enter into certain other arrangements;

WHEREAS, the Assignor holds the trademarks used by Assignor in the Business;

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective right, title and interest in and to the trademarks set forth on Exhibit A, attached hereto and made a part hereof (the "Trademarks"), be assigned and transferred to the Assignee as provided in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Trademark Rights. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee, and Assignee hereby accepts and assumes, all of Assignor's respective right, title and interest in and to any and all of the Trademarks, together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee's own use and benefit, in accordance with the Asset Purchase Agreement, and for the use and benefit of the Assignee's successors and assigns.
2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original

graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

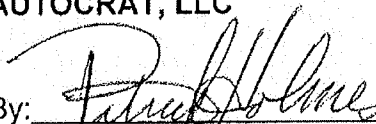
3. Miscellaneous. This Agreement is subject to all the terms and conditions of the Asset Purchase Agreement. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. This Agreement and the other Transaction Documents (as defined in the Asset Purchase Agreement) constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms and provisions of the Asset Purchase Agreement or any other Transaction Document, or constitute a waiver or release of any liabilities imposed by the terms of the Asset Purchase Agreement or any other Transaction Document. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

AUTOCRAT, LLC

By: 
Patrick Holmes, President

CHIEF EXECUTIVE OFFICER

ASSIGNEE:

NEW ENGLAND TEA & COFFEE CO., INC.

By: _____
Chuck Kozubal, President

ACKNOWLEDGMENTS

STATE OF Rhode Island)
COUNTY OF PROVIDENCE) SS:

Before me a Notary Public in and for said County and State personally appeared Patrick Holmes, as the CEO of Autocrat, LLC, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company.

Witness my hand and Notarial Seal this 12th day of September, 2012.

My Commission expires:

7-17-2013

Signed: Donna M. Pheland

Printed: DONNA M. PHELAND

Notarization to Trademark Assignment Agreement

TRADEMARK
REEL: 004877 FRAME: 0785

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

AUTOCRAT, LLC

By: _____
Patrick Holmes, President

ASSIGNEE:

NEW ENGLAND TEA & COFFEE CO., INC.

By: _____
Chuck Kozubal, President

EXHIBIT A

TRADEMARKS

Trademark	Registration No.	Country
Newport Coffee Traders	2388549	USA