

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Joseph Paparella		11/09/2012	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Paramount Coffee Company		
Street Address:	130 North Larch Street		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48912		
Entity Type:	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3876042	JOE KNOWS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6169755505		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6169755500		
Email:	linn@glbf.com		
Correspondent Name:	Terence J. Linn		
Address Line 1:	2851 Charlevoix Drive SE, Suite 207		
Address Line 4:	Grand Rapids, MICHIGAN 49546		
ATTORNEY DOCKET NUMBER:	PAR07 A-102		
NAME OF SUBMITTER:	Terence J. Linn		
Signature:	/Terence J. Linn/		
Date:	11/09/2012		
Total Attachments: 2 source=Trademark Assignment-executed by all#page1.tif source=Trademark Assignment-executed by all#page2.tif			

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## TRADEMARK ASSIGNMENT

WHEREAS, Joseph Paparella, an individual citizen of the United States of America, having a place of business at 3878 Cascade Road SE, Grand Rapids, Michigan 49546 (hereinafter "ASSIGNOR") has adopted and used the trademark JOE KNOWS for the products and services in international class 030 for coffee and which are marketed under the trademark JOE KNOWS, and through such use has developed substantial goodwill therein, and ASSIGNOR has been granted United States Trademark Registration No. 3,876,042 for the mark JOE KNOWS;

WHEREAS, Paramount Coffee Company, a corporation organized and existing under the laws of the State of Michigan, having a place of business at 130 North Larch Street, Lansing, Michigan 48912 (hereinafter "ASSIGNEE") is desirous of acquiring all rights in said mark, and the goodwill associated therewith, and the aforesaid trademark registration;

NOW, THEREFORE, in return for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does sell, assign, transfer, convey, and set over to ASSIGNEE the entire right, title, and interest in and to aforesaid trademark JOE KNOWS for the products and services marketed in international class 030, for coffee, including any and all common law rights arising from ASSIGNOR's use of the trademark, and United States Trademark Registration No. 3,876,042, in the United States and in countries foreign to the United States, together with the goodwill of the business symbolized by the mark and trademark registration, and including the right to sue for and collect for past infringement thereof; and the United States Commissioner of Patents and Trademarks and corresponding governmental agencies of foreign countries are requested to issue any and all Certificates of Registration of aforesaid mark to ASSIGNEE. ASSIGNOR agrees that he will communicate to said ASSIGNEE or its representatives any facts known to ASSIGNOR respecting said trademark, execute all required papers and do all lawful acts that are necessary to effectuate said transfer.

The ASSIGNEE agrees that it shall not oppose any application or other attempt by ASSIGNOR to register the JOE KNOWS Mark, or any derivation thereof, in connection with any goods and/or services as a trademark or service mark, in or as related to international class 045, for legal services, with any state, federal, or foreign trademark authority.

The ASSIGNEE agrees that it shall not oppose ASSIGNOR's use of the Mark JOE KNOWS, or any derivation thereof, in connection with any goods and/or services as a trademark or service mark, in or as related to international class 045, for legal services.

The ASSIGNOR agrees that subsequent to this Assignment ASSIGNOR will not use or attempt to obtain registration of the mark JOE KNOWS COFFEE.

The ASSIGNOR and ASSIGNEE further agree that usage of the mark JOE KNOWS by ASSIGNEE in international class 030 for coffee and by ASSIGNOR in international class 045 for legal services does not constitute infringement, is not confusingly similar, and both parties agree that such use, when so confined, is permissible.

The ASSIGNOR and ASSIGNEE further agree that dual usage by ASSIGNOR and ASSIGNEE of the mark JOE KNOWS in advertising and advertisements (exemplary but non-exhaustive advertising includes: printed material and other literature, and on the world-wide-web; use on items in international class 021, such as drinking cups; items in international class 025, such as clothing; and in other customary ways) is not confusingly similar and both parties agree that such use is permissible, and neither party shall object to use by the other party of JOE KNOWS on advertising and promotional materials in international classes 021 and 025.

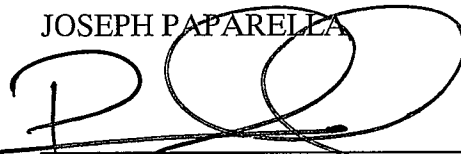
The ASSIGNOR and ASSIGNEE yet further agree that neither will seek to obtain registration or any other exclusive use of the JOE KNOWS mark in international classes 021 and 025 relative to each other, and rather agree that all such use in these classes will be restricted to advertising and marketing, that such use is not confusingly similar, and that such use is permissible under this agreement. Notwithstanding the provisions of this clause, each of the parties are not precluded from objecting to use by third parties of the JOE KNOWS mark on goods or services related to items in international class 021 or 025 unless said use by a third party is authorized by one of the parties.

This Agreement shall be effective and binding upon the parties hereto and upon their officers, employees, attorneys, heirs, executives, successors, assigns, affiliates, related business and subsidiaries.

Date: ~~October~~, 2012

NOVEMBER 9, 2012

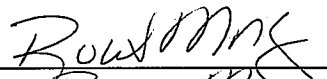
JOSEPH PAPARELLA



Joseph Paparella- Assignor

Paramount Coffee Company

Date: October 25, 2012

By:   
It's: CFO