

## 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
David Johnson		08/06/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	S&D Coffee, Inc.		
Street Address:	300 Concord Parkway South		
City:	Concord		
State/Country:	NORTH CAROLINA		
Postal Code:	28027		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3993057	SIMPLY COFFEE	
CORRESPONDENCE DATA			
Fax Number:	3365744522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-574-8050		
Email:	krwebb@wcsr.com		
Correspondent Name:	Jack B. Hicks, Womble Carlyle		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357		
ATTORNEY DOCKET NUMBER:	S4639		
NAME OF SUBMITTER:	Jack B. Hicks		
Signature:	/Jack B. Hicks/		
Date:	03/01/2013		

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Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the last dated signature below ("Effective Date"), is made and entered into by and between, Mr. David Johnson, an individual residing at 520 Donson Drive, Lansing, Michigan 48917 ("Assignor"), and S&D Coffee, Inc., a corporation organized and existing under the laws of the state of North Carolina and having an office at 300 Concord Parkway South, Concord, North Carolina 28027 ("Assignee") (collectively, the "Parties" and individually each a "Party").

### STATEMENT OF PURPOSE

WHEREAS, Assignor is the owner of U.S. Trademark Registration No. 3,993,057 for the trademark SIMPLY COFFEE for use with "Coffee beans and ground coffee beans" in International Class 30 ("057 Registration"); and

WHEREAS, Assignor desires to assign to Assignee his entire right, title and interest in and to the trademark SIMPLY COFFEE ("SIMPLY COFFEE Mark"), including the related '057 Registration, together with all of the goodwill associated with the SIMPLY COFFEE Mark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the SIMPLY COFFEE Mark, and the '057 Registration, including all of the goodwill associated therewith, from Assignor;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the this Assignment by reference, the mutual covenants and conditions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledge, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee his entire right, title and interest in and to: (i) the SIMPLY COFFEE Mark, including any and all common law trademark, trade name and intellectual property rights, including rights of priority, in the SIMPLY COFEE Mark; (ii) the '057 Registration; (iii) all goodwill symbolized by the SIMPLY COFEE Mark; and (iv) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the SIMPLY COFEE Mark.

2. In consideration for this Assignment, Assignee shall pay to Assignor the sum identified in Exhibit A hereto, which shall represent payment in full for the entirety of Assignor's right, title and interest in the SIMPLY COFFEE Mark, as enumerated in Section 1, above. Payment under this Section 2 shall be delivered to Assignor within ten (10) business days of the Effective Date of this Assignment. However failure by Assignee to deliver payment to Assignor within ten business days of the Effective Date shall not constitute a breach of this Assignment if such payment is nevertheless delivered to Assignor within a commercially reasonable time. Payment shall be delivered to Assignor in the form of a check, payable and delivered to the following address:

DAVID JOHNSON  
520 Donson Drive  
Lansing, Michigan 48917

Assignor acknowledges that Assignee may remove Exhibit A at such time that Assignee chooses to record this Assignment with any governmental authority. Exhibit A contains confidential information that shall not be disclosed by Assignor (except for purposes of filing tax returns or other governmental purpose) without the prior written consent of Assignee.

3. Assignor represents and warrants that he is the sole owner of all right, title and interest in the SIMPLY COFFEE Mark, the '057 Registration, and any goodwill associated therewith, that he has taken all action reasonably necessary and prudent to maintain and protect his rights in the SIMPLY COFFEE Mark, and that he has the sole and exclusive right to assign the SIMPLY COFFEE Mark to Assignee. Assignor shall indemnify Assignee against any and all claims by third parties arising out of a breach of this Section 3, and shall also indemnify Assignee against any and all claims by third parties arising out of the use by Assignor of the SIMPLY COFFEE Mark.

4. Assignee represents and warrants that it has full power to enter into this Assignment, and the undersigned representative of Assignee by his execution of this Assignment represents that he is duly authorized by Assignee to enter into this Assignment.

5. Each party shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignment and other lawful documents as may be reasonably necessary to effect fully the purposes of this Assignment and to permit Assignee to be duly recorded as the registered owner of the SIMPLY COFFEE Mark, all associated goodwill and all other rights conveyed by this Assignment.

6. Assignor shall henceforth not: use the SIMPLY COFFEE Mark or any mark confusingly similar thereto for coffee or related products; contest Assignee's ownership in the SIMPLY COFFEE Mark; apply for a registration for the SIMPLY COFFEE Mark or any mark confusingly similar thereto; nor file any opposition or in any manner hinder any trademark use or application of Assignee for the SIMPLY COFFEE Mark or any mark similar thereto.

7. This Assignment binds and inures to the benefit of the Parties and their respective parent companies, subsidiaries, related companies, licensees, successors and assigns and all parties in privity with them.

8. This Assignment constitutes the full understanding of the Parties with respect to the subject matter hereof and supersedes and cancels any and all other prior agreements, written or oral, between them relating to the subject matter hereof. This Assignment may not be amended except in writing signed by each of the Parties.

9. Nothing in this Assignment, its provisions or the transactions, obligations and relationships contemplated hereby shall, in and of itself, constitute either Party to this Assignment as the agent, employee or legal representative of the other Party hereto for any


purpose whatsoever, except as specifically set forth herein, nor shall either Party to this Assignment hold itself out as such. This Assignment does not create and shall not be deemed to create a relationship of partners, joint venturers, associates or principal and agent between the Parties hereto. Each of the Parties acknowledges that it is acting as a principal hereunder.

10. This Assignment shall be governed by the laws of North Carolina without giving effect to any conflict of laws provisions. The parties consent to personal jurisdiction in North Carolina.

11. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which taken together will constitute one and the same instrument. Executed copies of this Assignment may be delivered by facsimile transmission or electronic mail, or other comparable electronic means, and shall be fully binding. Nothing herein shall be construed to prevent the assignment of rights granted hereunder by Assignee.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**  
David Johnson, Individual

By: 

Name: DAVID JOHNSON  
CEO OF SIMPLY COFFEE

Title: OWNER

**ASSIGNEE:**  
S&D Coffee, Inc.

By: 

Name: John Buckner

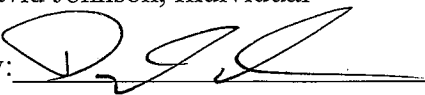
Title: Director, marketing

**ACKNOWLEDGMENT OF TRADEMARK**  
**ASSIGNMENT EFFECTIVE DATE**

I, David Johnson, by my signature below, acknowledge that I have assigned the trademark SIMPLY COFFEE, along with any and all goodwill associated with that mark, and the accompanying trademark registration, U.S. Registration No. 3,993,057, to S&D Coffee, Inc. I acknowledge that such assignment was complete and effective as of August 6, 2012, and that the Effective Date of such Trademark Assignment is August 6, 2012.

**ASSIGNOR:**

David Johnson, Individual

By: 

Name: David Johnson

Title: former owner of simply coffee

Date: 02-15-13