

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
Southern Refreshment Services, Inc.		05/28/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Coffeelcon, LLC		
Also Known As:	Coffeelcon.com, LLC		
Street Address:	18029 Hufsmith Kohrville Rd.		
City:	Tomball		
State/Country:	TEXAS		
Postal Code:	77375		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3869581	COFFEEICON	
CORRESPONDENCE DATA			
Fax Number:	8327170070		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	713 851 1525		
Email:	msaffer@safferlaw.com		
Correspondent Name:	Mark Saffer		
Address Line 1:	14214 Saddlebend Dr.		
Address Line 4:	Houston, TEXAS 77070		
NAME OF SUBMITTER:	Mark Saffer		
Signature:	/SafferLaw/		
Date:	05/28/2013		
Total Attachments: 3 source=Assignment of Trademark Signed#page1.tif source=Assignment of Trademark Signed#page2.tif source=Trademark Coffeelcon#page1.tif			

OP \$40.00 3869581

ASSIGNMENT OF TRADEMARKS AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT is made as of May 24, 2013 by and between Southern Refreshment Services, Inc., a Texas corporation (the "Seller"), and Coffeecon, LLC., a Texas limited liability company (the "Buyer").

WHEREAS, the Seller is the owner of the trademark registrations set forth below (the "Registrations") for the trademarks (the "Trademarks") listed in the Registrations;

Coffeecon

WHEREAS, the Seller has agreed to transfer, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of Seller's right, title and interest in and to the Trademarks; and

WHEREAS, the Seller has agreed to transfer to Buyer all of Seller's right, title and interest in and to the Trademarks along with the goodwill of the business in which the marks are used, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Seller and Buyer. Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged:

1. The Seller hereby sells, assigns and transfers to Buyer, its successors and assigns, Seller's entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, including all common law rights in the Trademarks, together with the goodwill of the business in which the Trademarks are used, and together with any and all claims and demands that the Seller (in each case either itself or through its predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made.

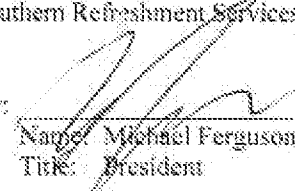
2. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the obligations or agreements of Seller or Buyer contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

The parties hereby agree that this Assignment may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Texas without giving effect to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Seller has caused its duly authorized officer to execute and deliver this instrument as of the day and year first above written.

Southern Refreshment Services, Inc.

By: 
Name: Michael Ferguson
Title: President

State of Texas)

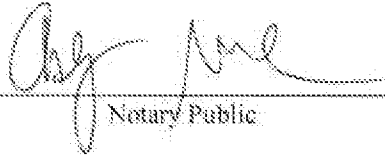
) SS.

County of Harris)

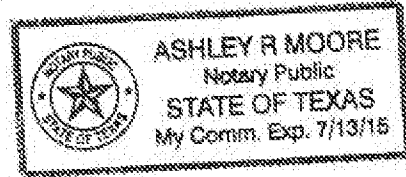
Before me, a notary of the state and county aforesaid, personally appeared Michael Ferguson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a duly elected, qualified and acting officer of Ohio Tool Works Corporation, and that he/she executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself/herself as a duly elected, qualified and acting officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on this 3rd day of May, 2013.

(Seal)


Notary Public

My Commission Expires: 7-13-15



United States of America

United States Patent and Trademark Office

Coffeelcon

Reg. No. 3,869,581

SOUTHERN REFRESHMENT SERVICES, INC. (TEXAS CORPORATION)
18029 HUFFSMITH KOBREVILLE RD
TOMBALL, TX 77375

Registered Nov. 2, 2010

Int. Cl.: 35

FOR: ON-LINE RETAIL STORE SERVICES FEATURING COFFEE, CREAM, SUGAR AND
OTHER BREAK ROOM SUPPLIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK

FIRST USE 10-1-2008, IN COMMERCE 10-1-2008.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-938,033, FILED 2-17-2010.

AMEEN IMAM, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office