

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
NEW ENGLAND TEA & COFFEE CO., INC.		12/29/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	NEW ENGLAND TEA & COFFEE COMPANY, LLC
Street Address:	640 Magazine Street
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70130
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24		
Property Type	Number	Word Mark
Registration Number:	3312145	4-SEASONS BLEND
Registration Number:	2453837	ARCTIC WAVE
Serial Number:	85926320	BOSTON STRONG
Registration Number:	1221102	EXCELSO BLEND
Registration Number:	3371092	FAMILY COFFEE ROASTERS SINCE 1916
Registration Number:	4089244	GROWER'S FINEST
Registration Number:	3632426	NERS
Registration Number:	1326223	NEW ENGLAND
Registration Number:	3312144	NEW ENGLAND BREAKFAST BLEND
Registration Number:	3501878	NEW ENGLAND COFFEE
Registration Number:	3312141	NEW ENGLAND COFFEE
Registration Number:	3312138	NEW ENGLAND COFFEE
Registration Number:	1760088	NEW ENGLAND COFFEE A TRADITION OF GOOD T

CH \$615.00 3312145

Serial Number:	85467169	NEW ENGLAND DECAFFEINATED TEA
Serial Number:	85615479	NEW ENGLAND DONUT SHOP BLEND
Serial Number:	85710764	NEW ENGLAND HERITAGE BLEND
Registration Number:	3750303	NEW ENGLAND HOT COCOA
Registration Number:	3621145	NEW ENGLAND REPAIR SERVICE
Registration Number:	3823274	NEW ENGLAND TEA
Registration Number:	2388549	NEWPORT COFFEE TRADERS
Registration Number:	2698416	SIMPLY JAVA
Registration Number:	4165237	TRY ME ICED
Registration Number:	1812298	WINSLOW'S
Serial Number:	86124976	NEW ENGLAND

CORRESPONDENCE DATA

Fax Number: 2252483109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: hbrown@joneswalker.com
 Correspondent Name: KEITH M. LANDRY
 Address Line 1: 201 ST. CHARLES AVENUE; 50TH FLOOR
 Address Line 4: NEW ORLEANS, LOUISIANA 70170

ATTORNEY DOCKET NUMBER:	13268/137853-00
NAME OF SUBMITTER:	Keith M. Landry
Signature:	/keith m. landry/
Date:	01/06/2014

Total Attachments: 8
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated and effective as of 12:01 a.m., Central Time on December 29, 2013 (the "Effective Date"), is entered into by and between New England Tea & Coffee Company, LLC (formerly New England Coffee Company, LLC), a Delaware limited liability company ("Purchaser"), and New England Tea & Coffee Co., Inc., a Massachusetts corporation ("Seller"). Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Asset Purchase Agreement, dated as of November 27, 2013 (the "Asset Purchase Agreement"), by and among Purchaser, Seller, the Shareholders and, solely for the limited purpose of providing the Guaranty pursuant to Section 4.15 thereof, Parent.

RECITALS:

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller has agreed to transfer and assign to Purchaser, and Purchaser has agreed to acquire from Seller, among other things, all of Seller's rights and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the consideration provided in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Assignment of Rights. Seller hereby grants, bargains, conveys and assigns to Purchaser all rights, title and interest that Seller may have in and to the Intellectual Property, including without limitation, those items listed on Exhibit A hereto and made a part hereof, and including all of the goodwill associated with all Intellectual Property.
2. Further Assurances. Seller hereby expressly agrees that Purchaser may singly, and without assistance or additional consent from Seller, undertake any procedures as may be necessary or appropriate to record the transfer of any of the Intellectual Property with any Governmental Entity, and that Seller shall, upon Purchaser's request, take any and all reasonable steps to execute, acknowledge, and deliver to Purchaser any and all further instruments and assurances necessary or expedient in order to vest the rights reflected in this Assignment in Purchaser or to record this Assignment, and to facilitate Purchaser's full enjoyment and enforcement of such rights.
3. Conflict. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, conditions and limitations set forth in the Asset Purchase Agreement and nothing contained in this Assignment will be deemed to supersede, modify, limit or amend any of the rights, duties or obligations of Seller or Purchaser under the Asset Purchase Agreement, this Assignment being intended only to effect the assignment of the Intellectual Property to Purchaser, as contemplated by the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed and interpreted by, and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to any conflicts of laws principles.

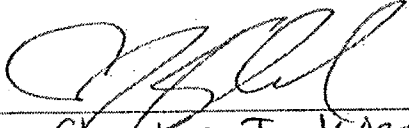
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which, shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Seller and Purchaser each have caused this Assignment to be duly executed as of the Effective Date.

SELLER:

NEW ENGLAND TEA & COFFEE CO., INC.

By: 
Name: Charles J. Kozubal
Title: President & COO

PURCHASER:

NEW ENGLAND TEA & COFFEE COMPANY, LLC

By: Reily Foods Company, its sole member

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller and Purchaser each have caused this Assignment to be duly executed as of the Effective Date.

SELLER:

NEW ENGLAND TEA & COFFEE CO., INC.

By: _____
Name:
Title:

PURCHASER:

NEW ENGLAND TEA & COFFEE COMPANY, LLC

By: Reily Foods Company, its sole member

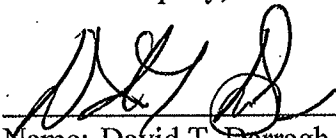
By:  _____
Name: David T. Darragh
Title: President & CEO

EXHIBIT A

FaceBook account: www.facebook.com/NewEnglandCoffee

Twitter account: @NE_Coffee

Roasting SOP, dated as of September 1, 2013

Pick and Dump for Processing, dated as of September 1, 2013

New England Coffee Green Coffee Purchasing Methodology

Blend Specs table, dated November 11, 2013

Domain Names:

coffebuzzgreetings.com

drinkitdarker.com

necoffeeco.com

necoffeecompany.com

necoffeepromo.com

nerepairservice.com

newenglandcoffee.com

newenglandcofee.net

newenglandcoffeecompany.com

savortheseason.com

simpleperk.com

trymeiced.com

Trademarks:

Title	Registration or Application Number	Jurisdiction
4-SEASONS BLEND	3312145	United States of America
ARTIC WAVE	2453837	United States of America
BOSTON STRONG	85/926,320	United States of America
EXCELSO BLEND	1221102	United States of America
FAMILY COFFEE ROASTERS SINCE 1916	1553557	Canada
FAMILY COFFEE ROASTERS SINCE 1916	3371092	United States of America
GROWER'S FINEST	TMA858548	Canada
GROWER'S FINEST	4089244	United States of America
NERS	TMA855,795	Canada
NERS	3632426	United States of America
NEW ENGLAND	TMA472,963	Canada
NEW ENGLAND	1326223	United States of America
NEW ENGLAND BREAKFAST BLEND	TMA861306	Canada
NEW ENGLAND BREAKFAST BLEND	3312144	United States of America
NEW ENGLAND COFFEE	1553558	Canada
NEW ENGLAND COFFEE	10261642	European Community

Title	Registration or Application Number	Jurisdiction
NEW ENGLAND COFFEE	3501878	United States of America
NEW ENGLAND COFFEE	3312141	United States of America
NEW ENGLAND COFFEE	3312138	United States of America
NEW ENGLAND COFFEE A TRADITION OF GOOD TASTE (STYLIZED W/DESIGN)	1760088	United States of America
NEW ENGLAND COFFEE COMPANY	109789	NH State
NEW ENGLAND DECAFFEINATED TEA	TMA843,138	Canada
NEW ENGLAND DECAFFEINATED TEA	85/467,169	United States of America
NEW ENGLAND DONUT SHOP BLEND	1600861	Canada
NEW ENGLAND DONUT SHOP BLEND	85/615,479	United States of America
NEW ENGLAND HERITAGE BLEND	1614867	Canada
NEW ENGLAND HERITAGE BLEND	85/710,764	United States of America

Title	Registration or Application Number	Jurisdiction
NEW ENGLAND HOT COCOA	3750303	United States of America
NEW ENGLAND REPAIR SERVICE	TMA855,821	Canada
NEW ENGLAND REPAIR SERVICE	3621145	United States of America
NEW ENGLAND TEA	1553595	Canada
NEW ENGLAND TEA	3823274	United States of America
NEWPORT COFFEE TRADERS	2388549	United States of America
SIMPLY JAVA	TMA612,961	Canada
SIMPLY JAVA	2698416	United States of America
TRY ME ICED	4165237	United States of America
WINSLOW'S	1812298	United States of America
NEW ENGLAND	86124976	United States of America

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