

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323986

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Biffs Coffee Roasting Co. | | 11/07/2014 | CORPORATION: ARKANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | Ronnoco Coffee, LLC | | |
| Street Address: | 618 S. Boyle Avenue | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63110 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3922714 | BIFFS COFFEE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2485668531 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 248-566-8530 | | |
| Email: | tmdocketing@honigman.com | | |
| Correspondent Name: | Honigman Miller Schwartz and Cohn LLP | | |
| Address Line 1: | 39400 Woodward Avenue, Suite 101 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 | | |
| NAME OF SUBMITTER: | Julie E. Reitz | | |
| SIGNATURE: | /Julie E. Reitz/ | | |
| DATE SIGNED: | 11/21/2014 | | |
| Total Attachments: 3 | | | |
| source=Biff's- Assignment of Trademarks#page1.tif | | | |
| source=Biff's- Assignment of Trademarks#page2.tif | | | |
| source=Biff's- Assignment of Trademarks#page3.tif | | | |

CH \$40.00 3922714

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made as of the 7th day of November, 2014, by and between Biff's Coffee Roasting Co., an Arkansas corporation ("**Assignor**"), in favor of Ronnoco Coffee, LLC, a Delaware limited liability company ("**Assignee**").

BACKGROUND

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of the date hereof (the "**Asset Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to acquire from Assignor the Purchased Assets (as defined in the Asset Purchase Agreement), including without limitation the trademarks and trade names of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of the Purchased Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications and trade names, including without limitation the trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Marks**").

ASSIGNMENT

NOW, THEREFORE, Assignor, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

[signature page follows]

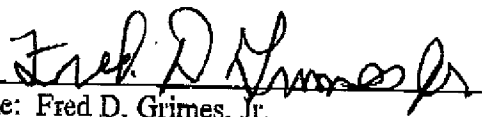
IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first above written.

ASSIGNOR:

ASSIGNEE:

BIFF'S COFFEE ROASTING CO.

RONNOCO COFFEE, LLC

By: 
Name: Fred D. Grimes, Jr.
Title: President

By: 
Name: Eric Bomball
Title: Chief Financial Officer

SCHEDULE A

Registered Trademarks:

| Trademark | U.S. Registration No. | Registration Date |
|--------------|-----------------------|-------------------|
| BIFFS COFFEE | 3,922,714 | February 22, 2011 |