

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mid-Atlantic Coffee Roasters, LLC		05/15/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Global Atlantic Holdings LLC		
Street Address:	579 E. Lafayette Street		
City:	Norristown		
State/Country:	PENNSYLVANIA		
Postal Code:	19401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2591422	BUCKS COUNTY COFFEE CO.	
Registration Number:	3066411	PROPRIETOR'S CHOICE	
Registration Number:	2721274	LIFE SHOULD BE THIS SIMPLE	
Registration Number:	2137154	MISTLETOE BLEND	
Registration Number:	2057079	BUCKS COUNTY COFFEE CO.	
CORRESPONDENCE DATA			
Fax Number:	6103411099		
<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:	610-764-8997		
Email:	tmemmo@globalblendcoffee.com		
Correspondent Name:	Thomas Memmo, CEO		
Address Line 1:	125 Noble Street, Suite 111		
Address Line 2:	Global Blends LLC		
Address Line 4:	Norristown, PENNSYLVANIA 19401		
NAME OF SUBMITTER:	Thomas Memmo		
SIGNATURE:	/Thomas Memmo/		
DATE SIGNED:	06/08/2015		
Total Attachments: 4			

OP \$140.00 2591422

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 15, 2015 is made by MID-ATLANTIC COFFEE ROASTERS, LLC ("Assignor"), a Pennsylvania limited liability company, in favor of Global Atlantic Holdings LLC, a Delaware limited liability company, (the "Company"), pursuant to that certain Operating Agreement of the Company by and among the Company, Global Blends LLC ("Purchasing Member") and Assignor, dated as of as of the date first set forth above (the "Operating Agreement").

WHEREAS, Purchasing Member has paid to Assignor the Purchase Price and, upon mutual agreement, Assignor has directly conveyed, transferred and assigned to the Company that specified intellectual property of Assignor identified herein, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to the Company on its behalf and on behalf of the Purchasing Member all of its right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by the Company. Following the date hereof, upon the Company's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Company, Purchasing Member and their successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Company, or any assignee or successor thereto.

3. Terms of the Operating Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Operating Agreement, to which reference is made for a further statement of the rights and obligations of Assignor, Purchasing Member and the Company with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Operating Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Operating Agreement and the terms hereof, the terms of the Operating Agreement shall govern.


4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

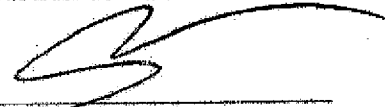
[SIGNATURE PAGE FOLLOWS]

Mid-Atlantic Coffee Roasters, LLC

By: 

Name: Daniel Souther
Title: Sole Member
Address for Notices:
579 E. Lafayette Street
Norristown, Pennsylvania 19401


Global Blends LLC

By: 

Name: Thomas Memmo
Title: CEO
Address for Notices:
125 Noble Street, Suite 111
Norristown, Pennsylvania 19401

AGREED TO AND ACCEPTED:

Global Atlantic Holdings LLC

By: 

Name: Daniel Souther
Title: Manager
Address for Notices:
579 E. Lafayette Street
Norristown, Pennsylvania 19401

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

PROPERTY TYPE	NUMBER	WORD MARK
Registration Number:	2591422	BUCKS COUNTY COFFEE CO.
Registration Number:	3066411	PROPRIETOR'S CHOICE
Registration Number:	2721274	LIFE SHOULD BE THIS SIMPLE
Registration Number:	2137154	MISTLETOE BLEND
Registration Number:	2057079	BUCKS COUNTY COFFEE CO.