TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM383039 Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entity type of the receiving party previously recorded on Reel 004523 Frame 0248. Assignor(s) hereby confirms the full and exclusive rights in and to the trademark and registration.	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caffe d'Amore, Inc.		12/22/2010	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Kerry Group Services International Limited	
Street Address:	Prince's Street, Tralee	
City:	County Kerry	
State/Country:	IRELAND	
Entity Type:	Limited Company: IRELAND	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3738804	CAFFE D' AMORE	

CORRESPONDENCE DATA

Fax Number: 8156545770

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.

Phone: 8156335300

Email: rockmail@reinhartlaw.com

Reinhart Boerner Van Deuren P.C. **Correspondent Name:**

Address Line 1: 2215 Perrygreen Way Address Line 4: Rockford, ILLINOIS 61107

ATTORNEY DOCKET NUMBER:	508537
NAME OF SUBMITTER:	Timothy P. Naill
SIGNATURE:	/Timothy P. Naill/
DATE SIGNED:	05/04/2016

Total Attachments: 6

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

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
The second second	Caffe D'Amore, Inc.		12/22/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Kerry Group Services International Limited	
Street Address:	Prince's Street, Tralee	
City:	County Kerry	
State/Country:	IRELAND	
Entity Type:	CORPORATION: IRELAND	

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark	
Registration Number:	0982945	CAFFE D'AMORE	
Registration Number:	2156949	BELLAGIO	
Registration Number:	2289082	BELLAGIO	

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Registration Number:	2318355	CHAI AMORE
Registration Number:	2595237	CRUNCH-COFFEES
Registration Number:	2764045	IVY COTTAGE
Registration Number:	2798263	CAFFE D'AMORE
Registration Number:	2975480	
Registration Number:	3155552	TEAZÍMO
Registration Number:	3368908	ROBOOSTO
Registration Number:	3460525	BOOST ME!
Registration Number:	3597215	FRAPPE FREEZE
Registration Number:	3698632	PETALS
Registration Number:	3738804	CAFFE D' AMORE
Serial Number:	85077527	FIESTA AMORE

CORRESPONDENCE DATA

Fax Number:

(815)654-5770

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

815-633-5300

Email:

rockmail@reinhartlaw.com

Correspondent Name: Address Line 1:

Gordon M. Wright

2215 Perrygreen Way

Address Line 4:

Rockford, ILLINOIS 61107

ATTORNEY DOCKET

NUMBER:

508211

DOMESTIC REPRESENTATIVE

Name:

Gordon M. Wright

Address Line 1:

2215 Perrygreen Way

Address Line 4:

Rockford, ILLINOIS 61107

NAME OF SUBMITTER:	Gordon M. Wright
Signature:	/Gordon M. Wright/
Date:	04/15/2011

TRADEMARK 4/15/2011http://etas.uspto.gov/com/receipt.jsp?iname=YHLBEXJTYVZQ-19635 TRADEMARK 4/15/2011 REEL: 005787 FRAME: 0813

Total Attachments: 3

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RECEIPT INFORMATION

ETAS ID:

TM200557

Receipt Date:

04/15/2011

Fee Amount:

\$390

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DEED OF TRANSFER

PATENTS, TRADEMARKS AND KNOW-HOW

This DEED OF TRANSFER is made as of the 22nd day of December, 2010, between CAFFÉ D'AMORE, INC., a California corporation ("Caffé"), SC COPACKING COMPANY, INC., a California corporation ("SC"), (Caffé and SC are hereinafter collectively referred to as the "Sellers"), and KERRY GROUP SERVICES INTERNATIONAL LIMITED, a Republic of Ireland corporation ("KGSI"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement (as defined herein).

WHEREAS, Flavurence, a Delaware corporation, KGSI, Sellers and Chris Julias, an individual, and The Comi Family Trust entered into an Asset Purchase Agreement dated as of December 22, 2010, (the "Asset Purchase Agreement");

WHEREAS, Sellers are the owners of the Patents, Trademarks and Know-how referred to in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to assign all of their rights, powers, liberties and immunities in and to the Patents, Trademarks and Know-how to KGSI.

Now, this DEED witnesseth:

1. TRANSFER.

Pursuant to the Asset Purchase Agreement and in consideration of the payment of US and of mutual covenants and agreements contained herein and therein, the receipt and sufficiency of which is hereby acknowledged, Sellers hereby transfer and assign to KGSI all the rights, powers, liberties and immunities conferred as proprietor thereof in and to the Patents, Trademarks and Know-how, including the right to sue for damages and other remedies in respect of any infringement of the Patents, Trademarks and Know-how attaching thereto to hold unto KGSI absolutely for the full terms of such Patents, Trademarks and Know-how.

2. COOPERATION.

From time to time after the date hereof, Sellers will, at their expense, execute and deliver such instruments and documents to KGSI, as KGSI may reasonably request, in order to more effectively vest in KGSI good title to the Patents, Trademarks and Know-how, and to otherwise more effectively transfer the Patents, Trademarks and Know-how to KGSI as contemplated by the Asset Purchase Agreement.

3. REPRESENTATIONS AND WARRANTIES.

Except as set forth in the Asset Purchase Agreement and subject to such limitations as are contained therein, Sellers makes no representation or warranty as to the Patents, Trademarks and Know-how.

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4. SUCCESSORS AND ASSIGNS.

This Deed of Transfer shall be binding upon Sellers and their successors and assigns and shall inure to the benefit of KGSI and its successors and assigns. This instrument shall be effective as to the transfer of the Patents, Trademarks and Know-how as of the Closing Date.

GOVERNING LAW

This Deed of Transfer shall be governed by and construed in accordance with the laws (as opposed to the conflicts of law provisions or rules) of the State of Delaware.

IN WITNESS WHEREOF, this Deed of Transfer has been executed by or on behalf of the parties hereto on the date first above written.

By Julies_
Name: Chris Julias
Title: Chief Executive Officer
SC COPACKING COMPANY, INC.
By: Ling Julies
Name: Chris Julius
Title: President CΣ Q
KERRY GROUP SERVICES
INTERNATIONAL LIMITED
By:
Name: William Coole
Title: Vice President and Secretary

CARRÉ DIAMENTE INC

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SUCCESSORS AND ASSIGNS.

This Deed of Transfer shall be binding upon Sellers and their successors and assigns and shall inure to the benefit of KGSI and its successors and assigns. This instrument shall be effective as to the transfer of the Patents, Trademarks and Know-how as of the Closing Date.

GOVERNING LAW

This Deed of Transfer shall be governed by and construed in accordance with the laws (as opposed to the conflicts of law provisions or rules) of the State of Delaware.

IN WITNESS WHEREOF, this Deed of Transfer has been executed by or on behalf of the parties hereto on the date first above written.

CAPPED AMORE, INC.
Ву:
Name: Chris Inlies
Title: Chief Executive Officet
SC COPACKING COMPANY, INC.
Ву:
Name: Chris Julias
Title: Chief Executive Officer
KERRY GROUP SERVICES INTERNATIONAL LIMITED
By: Dalling Cook
Name: William Coole
Title: Vice President and Secretary

TRADEMARK REEL: 005787 FRAME: 0817

RECORDED: 05/04/2016