

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILLSTONE COFFEE, LLC		04/30/2016	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	The Folger Coffee Company		
Street Address:	One Strawberry Lane		
City:	ORRVILLE		
State/Country:	OHIO		
Postal Code:	44667		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1461200	BED & BREAKFAST BLEND	
Registration Number:	2164411	CAFFE MIDNIGHT	
Registration Number:	1712005	FOGLIFTER	
Registration Number:	3065918	MAYAN BLACK ONYX	
Registration Number:	2427448	MILLSTONE	
Registration Number:	1422170	MILLSTONE	
Registration Number:	3291890	MILLSTONE	
CORRESPONDENCE DATA			
Fax Number:	3306843026		
<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:	330-684-8446		
Email:	rommel.cortez@jmsmucker.com		
Correspondent Name:	Courtnei Moorman		
Address Line 1:	One Strawberry Lane		
Address Line 4:	ORRVILLE, OHIO 44667		
NAME OF SUBMITTER:	Courtnei Moorman		
SIGNATURE:	/cm/		
DATE SIGNED:	08/30/2016		

CH \$190.00 1461200

Total Attachments: 5

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ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment") is made and delivered effective as of the 30th day of April, 2016, at 10:45 p.m. Eastern Daylight Time (the "Effective Time"), by Millstone Coffee, LLC, a Washington limited liability company and successor by way of statutory conversion to Millstone Coffee, Inc., a Washington corporation ("Assignor"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667, at the direction of its sole member The Folgers Coffee Company, a Delaware corporation ("Folgers"), to The Folger Coffee Company, an Ohio corporation ("Assignee"), with a principal address at One Strawberry Lane, Orrville, Ohio 44667.

WHEREAS, in connection with a restructuring transaction involving the coffee business of The J. M. Smucker Company, Folgers and their various affiliates and direct and indirect subsidiaries, Assignor and Assignee have entered into that certain Bill of Sale, effective as of the 30th day of April, 2016, at 10:45 p.m. Eastern Daylight Time (the "Bill of Sale") (capitalized terms used herein without definition shall have the meanings set forth in the Bill of Sale);

WHEREAS, under the terms of the Bill of Sale, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's IP Assets, and Assignor agreed to execute and deliver such other and further documents and instruments as may be necessary and proper to effect the transfer of such IP Assets, including, without limitation, this Assignment; and

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade names and brand names, and other indicia of origin constituting IP Assets (collectively, the "Trademarks"), including the United States Trademarks identified on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises, representations, warranties and agreements herein set forth, the parties agree as follows:

Folgers hereby causes Assignor to transfer and assign to Assignee, Assignor hereby does transfer and assign to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; 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 all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

Following the Effective Time, without further consideration, Assignor will execute and deliver or cause to be executed and delivered such documents to Assignee and take such other action as Assignee may reasonably request in order to more effectively effect, evidence or perfect the transaction contemplated herein.

All representations and warranties from Assignor to Assignee in the Bill of Sale with respect to the Trademarks and the other rights assigned herein are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Bill of Sale and the terms hereof, the terms of the Bill of Sale shall govern.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

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

This Assignment may be executed in counterparts, and delivered by electronic mail with scan or attachment signature, all of which when so executed and delivered shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all, of the parties. An electronic or other copy of a signature shall be deemed an original for purposes of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been executed and delivered by and on behalf of Assignor and Assignee effective as of the Effective Time.

ASSIGNOR:

MILLSTONE COFFEE, LLC

By: THE FOLGERS COFFEE COMPANY, its sole member

By: Mark R. Belgya
Name: Mark R. Belgya
Title: Senior Vice President & Chief Financial Officer

State of Ohio)
County of Wayne)

ss:

Subscribed to and sworn before me on this 29th day of April 2016.

[Signature]
Notary Public

My commission expires: No expiration



KEVIN R. CAUDILL
Attorney-At-Law
Notary Public, State of Ohio
Lifetime Commission

ACCEPTED AND AGREED BY:

ASSIGNEE:

THE FOLGER COFFEE COMPANY

By: _____
Name: Jeannette L. Knudsen
Title: Vice President and Secretary

State of Ohio)
County of Wayne)

ss:

Subscribed to and sworn before me on this ___ day of _____ 2016.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been executed and delivered by and on behalf of Assignor and Assignee effective as of the Effective Time.

ASSIGNOR:

MILLSTONE COFFEE, LLC

By: THE FOLGERS COFFEE COMPANY, its sole member

By: _____
Name: Mark R. Belgya
Title: Senior Vice President & Chief Financial Officer

State of Ohio)
)
County of Wayne) ss:

Subscribed to and sworn before me on this ____ day of _____ 2016.

Notary Public
My commission expires: _____

ACCEPTED AND AGREED BY:

ASSIGNEE:

THE FOLGER COFFEE COMPANY

By: Jeannette L. Knudsen
Name: Jeannette L. Knudsen
Title: Vice President and Secretary

State of Ohio)
)
County of Wayne) ss:

Subscribed to and sworn before me on this 29th day of April 2016.

Kevin R. Caudill

Notary Public
My commission expires: No expiration



KEVIN R. CAUDILL
Attorney-At-Law
Notary Public, State of Ohio
Lifetime Commission

SCHEDULE I - TRADEMARKS

Country Name	Trademark	Status	Owner	Application Number	Registration Number	Registration Date
U.S.	BED & BREAKFAST BLEND	Registered	Millstone Coffee, LLC	73/645,147	1461200	13-Oct-1987
U.S.	CAFFE MIDNIGHT	Registered	Millstone Coffee, LLC	75/075,682	2164411	09-Jun-1998
U.S.	FOGLIFTER	Registered	Millstone Coffee, LLC	74/221,445	1712005	01-Sep-1992
U.S.	MAYAN BLACK ONYX	Registered	Millstone Coffee, LLC	78/590,368	3065918	07-Mar-2006
U.S.	MILLSTONE	Registered	Millstone Coffee, LLC	75/647,690	2427448	06-Feb-2001
U.S.	MILLSTONE	Registered	Millstone Coffee, LLC	73/596,046	1422170	23-Dec-1986
U.S.	MILLSTONE & Design	Registered	Millstone Coffee, LLC	78/734,624	3291890	11-Sep-2007
U.S.	MILLSTONE & Design	Registered	Millstone Coffee, LLC	78/510,412	3040964	10-Jan-2006
U.S.	MOUNTAIN MOONLIGHT	Registered	Millstone Coffee, LLC	78/512,108	3035506	27-Dec-2005