

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vermont Coffee Company, LLC		03/31/2021	Limited Liability Company: VERMONT
RECEIVING PARTY DATA			
Name:	Stonewall Kitchen, LLC		
Street Address:	2 Stonewall Lane		
City:	York		
State/Country:	MAINE		
Postal Code:	03909		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5867620	BREW IT STRONG	
Registration Number:	5992510	BREW IT STRONG	
Registration Number:	2659480	COFFEE ROASTED FOR FRIENDS	
Registration Number:	2959731	FREQUENT FRIEND	
Registration Number:	6054649	SAVOR THE CARIBBEAN	
Registration Number:	2741902	VERMONT COFFEE COMPANY	
Registration Number:	3611583	VERMONT COFFEE COMPANY	
Registration Number:	4858050	VERMONT COFFEE COMPANY COFFEE ROASTED FO	
Registration Number:	4546695	VIVA CAFÉ DOMINICANO	
Registration Number:	5318611	WE KNOW BOLD	
Registration Number:	3897273	WE KNOW COLD	
Registration Number:	6296008	WE KNOW ITALIAN	
Serial Number:	88491502	VIVA CAFÉ	
Serial Number:	90568747	FREQUENT FRIEND	
Serial Number:	88464712	WE KNOW FRENCH	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 5867620

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6124927000
Email: plarson@fredlaw.com
Correspondent Name: Patricia A. Larson, Senior Paralegal
Address Line 1: Fredrikson & Byron, P.A.
Address Line 2: 200 S. Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	04/01/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of March 31, 2021, by and between Vermont Coffee Company, LLC, a Vermont limited liability company ("Assignor"), and Stonewall Kitchen, LLC, a Maine limited liability company ("Assignee").

Pursuant to the Asset Purchase Agreement of an even date herewith (the "Purchase Agreement"), to which the Assignor and Assignee are parties, Assignor has agreed to assign to Assignee all of its rights, title and interest in certain unregistered and registered intellectual property material or related to, necessary for, or used in Assignor's business, as set forth on Annex A (collectively, the "Assigned IP"), and to execute and deliver this IP Assignment Agreement for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office, and corresponding entities and agencies in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- a) all (i) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Annex A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex A-1;
- b) all domain name(s), websites, and any associated content set forth on Annex A-2;
- c) any and 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;
- d) 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
- e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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, 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.

3. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which 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 delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this IP Assignment Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this IP Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall control.

7. Governing Law. This IP Assignment Agreement 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 Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of 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). The parties irrevocably submit to the jurisdiction of the courts of the State of Delaware and the United States District Court located in Delaware in any action arising out of or relating to this IP Assignment Agreement, and hereby irrevocably agree that all claims in respect of such action shall be heard and determined in such state or federal court. Each of the parties

hereby irrevocably waives all right to trial by jury in any action or counterclaim arising out of or relating to this IP Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor: VERMONT COFFEE COMPANY, LLC



Name: Paul D. Ralston

Its: President

AGREED TO AND ACCEPTED:

Assignee: STONEWALL KITCHEN, LLC

Name: John Stiker

Its: Chief Executive Officer

[Signature page to IP Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor: VERMONT COFFEE COMPANY, LLC

Name: Paul D. Ralston

Its: President

AGREED TO AND ACCEPTED:

Assignee: STONEWALL KITCHEN, LLC



Name: John Stiker

Its: Chief Executive Officer

[Signature page to IP Assignment Agreement]

TRADEMARK
REEL: 007241 FRAME: 0056

Annex A-1

Trademarks

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Owner of Record	Status
BREW IT STRONG and Design	RN: 5867620 SN: 88337752	March 13, 2019	September 24, 2019	U.S.	Vermont Coffee Company, LLC	Registered
BREW IT STRONG and Design	RN: 5992510 SN: 88338103	March 13, 2019	February 18, 2020	U.S.	Vermont Coffee Company, LLC	Registered
COFFEE ROASTED FOR FRIENDS	RN: 2659480 SN: 78062844	May 10, 2001	December 10, 2002	U.S.	Vermont Coffee Company, LLC	Registered
FREQUENT FRIEND	RN: 2959731 SN: 78393932	March 31, 2004	June 7, 2005	U.S.	Vermont Coffee Company, LLC	Registered
SAVOR THE CARIBBEAN	RN: 6054649 SN: 88376259	April 8, 2019	May 12, 2020	U.S.	Vermont Coffee Company, LLC	Registered
VERMONT COFFEE COMPANY	RN: 2741902 SN: 78131686	May 29, 2002	July 29, 2003	U.S.	Vermont Coffee Company, LLC	Registered
VERMONT COFFEE COMPANY and Design	RN: 3611583 SN: 77540222	August 6, 2008	April 28, 2009	U.S.	Vermont Coffee Company, LLC	Registered
VERMONT COFFEE COMPANY COFFEE ROASTED FOR FRIENDS and Design	RN: 4858050 SN: 86514591	January 26, 2015	November 24, 2015	U.S.	Vermont Coffee Company, LLC	Registered
VIVA CAFÉ DOMINICANO and Design	RN: 4546695 SN: 86036864	August 13, 2013	June 10, 2014	U.S.	Vermont Coffee Company, LLC	Registered
WE KNOW BOLD	RN: 5318611 SN: 87253279	December 1, 2016	October 24, 2017	U.S.	Vermont Coffee Company, LLC	Registered
WE KNOW COLD	RN: 3897273 SN: 85036975	May 12, 2010	December 28, 2010	U.S.	Vermont Coffee Company, LLC	Registered
WE KNOW ITALIAN	RN: 6296008 SN: 88464722	June 7, 2019	March 16, 2021	U.S.	Vermont Coffee Company, LLC	Registered
VIVA CAFÉ	SN: 88491502	June 27, 2019		U.S.	Vermont Coffee Company, LLC	Pending
FREQUENT FRIEND	SN: 90568747	March 9, 2021		US	Vermont Coffee Company, LLC	Pending
WE KNOW FRENCH	SN: 88464712	June 7, 2019		U.S.	Vermont Coffee Company, LLC	Pending
BOKAR	SN: 88195053	November 15, 2018		U.S.	Vermont Coffee Company, LLC	Abandoned
VIVA CAFÉ SAVOR THE CARIBBEAN	SN: 88686477	November 10, 2019		U.S.	Vermont Coffee Company, LLC	Abandoned
CAFÉ TOSTADO PARA AMIGOS	SN: 88349013	March 20, 2019		U.S.	Vermont Coffee Company, LLC	Abandoned
CARBO COFFEE	SN: 86755440	September 14, 2015		U.S.	Vermont Coffee Company, LLC	Abandoned
COFFEE THE RIGHT WAY	SN: 88528351	July 22, 2019		U.S.	Vermont Coffee Company, LLC	Abandoned
FRENCH POT	SN: 88381005	April 11, 2019		U.S.	Vermont Coffee Company, LLC	Abandoned
RIGHT WAY COFFEE	SN: 88528310	July 22, 2019		U.S.	Vermont Coffee Company, LLC	Abandoned
VIVA CAFÉ DOMINICANO	SN: 88338802	March 13, 2019		U.S.	Vermont Coffee Company, LLC	Abandoned
WE KNOW	SN: 88464699	June 7, 2019		U.S.	Vermont Coffee Company, LLC	Abandoned
ZIP CUP	SN: 86350773	July 29, 2014		U.S.	Vermont Coffee Company, LLC	Abandoned

Annex A-2

Web Domains

Domain Name	Status	Registrar	Expiration Date	Registrant
vermontcoffeecompany.com	Registered	GoDaddy.com, LLC	12/19/2021	Vermont Coffee Company
friendlycoffee.net	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
friendlycoffee.org	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
rightwaycoffee.com	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
rightwaycoffee.info	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
rightwaycoffee.net	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
rightwaycoffee.org	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
vermont.coffee	Registered	GoDaddy.com, LLC	5/10/2024	Vermont Coffee Company
Vermontcoffeecompanycafe.com	Registered	GoDaddy.com, LLC	3/8/2023	Vermont Coffee Company
vivacafecoffee.com	Registered	GoDaddy.com, LLC	8/13/2021	Vermont Coffee Company
vivacafecoffee.info	Registered	GoDaddy.com, LLC	8/13/2021	Vermont Coffee Company
vivacafecoffee.net	Registered	GoDaddy.com, LLC	8/13/2021	Vermont Coffee Company
vicacafecoffee.org	Registered	GoDaddy.com, LLC	8/13/2021	Vermont Coffee Company
vivacafedominicano.com	Registered	GoDaddy.com, LLC	5/23/2021	Vermont Coffee Company
vtcoffeeco.com	Registered	GoDaddy.com, LLC	3/11/2021	Vermont Coffee Company
weknowcold.com	Registered	GoDaddy.com, LLC	7/14/2021	Vermont Coffee Company
afteightoclock.com	Canceled	GoDaddy.com, LLC	2/23/2021	Vermont Coffee Company
afteightoclock.info	Canceled	GoDaddy.com, LLC	2/23/2021	Vermont Coffee Company
afteighoclock.net	Canceled	GoDaddy.com, LLC	2/23/2021	Vermont Coffee Company
afteightoclock.org	Canceled	GoDaddy.com, LLC	2/23/2021	Vermont Coffee Company
coffeetherightway.com	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company

Domain Name	Status	Registrar	Expiration Date	Registrant
coffeetherightway.info	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
coffeetherightway.net	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
coffeetherightway.org	Registered	GoDaddy.com, LLC	7/18/2021	Vermont Coffee Company
dennyscoffee.com	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
dennys.coffee	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
dennyscoffee.com	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
dennyscoffee.info	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
dennyscoffee.net	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
dennyscoffee.org	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
friendly-coffee.com	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
friendlycoffee.coffee	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
friendlycoffees.com	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
friendlys.coffee	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
friendlys.coffee.com	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company
friendlyscoffee.info	Registered	GoDaddy.com, LLC	1/17/2022	Vermont Coffee Company

[Annex A to IP Assignment Agreement]

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RECORDED: 04/01/2021

**TRADEMARK
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