

03-26-1999



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To the Honorable Commissioner of Patents and T

iginal documents or copy thereof.

1. Name of conveying party(ies):

Ms. Angela Ackerman

Name: Bonjour, Inc.

Internal Address: \_\_\_\_\_

Street Address: 80 Berry Drive

City Pacheco State CA ZIP 94553

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State of California

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes

No

(Designation must be a separate document from Assignment)

Additional Name(s) & address(es) attached?

Yes

No

- Individual(s)
- General Partnership
- Corporation-
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

Yes

No

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: February 11, 1999; February 12, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,103,885

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alan S. Hodes

Internal Address: Limbach & Limbach L.L.P.  
Street Address: 2001 Ferry Building  
City, State, ZIP: San Francisco, California 94111  
Telephone: (415) 433-4150  
Facsimile: (415) 433-8716

Attorney Docket No. FRTH-0000

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Change any deficiencies in the enclosed fee to Deposit Account No. 12-1420

Authorized to be charged to deposit account

8. Deposit account number: 12-1420

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

03/26/1999 DNGUYEN 00000028 2103885

01 FC-481

Alan S. Hodes

40.00 DP

Signature [Signature]

Date 3-8-99

Total number of pages including cover sheet, attachments and document: 6

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

# ASSIGNMENT OF TRADEMARK AND RELATED REGISTRATION

THIS ASSIGNMENT OF TRADEMARK AND RELATED REGISTRATION (this "Assignment"), dated as of February 11, 1999 is from Angela Ackerman, an individual residing at 22 Colburn Circle, Sudbury, Massachusetts ("the Assignor") to Bonjour, Inc. a California corporation with an address of 80 Berry Dr., Pacheco, California ("Assignee").

## W I T N E S S E T H

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the trademark FRENCH CAFE, including U.S. Trademark Registration 2,103,885 ("the Trademark"), together with all goodwill of the business associated with and symbolized by the Trademark;

WHEREAS, Assignee desires to acquire the Trademark and all goodwill of the business associated therewith and symbolized thereby from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), \$4,000 and other good and valuable consideration, receipt of and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with (i) the goodwill and the business symbolized by the Trademark, and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit

Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives, as of this day and year first above written.

ASSIGNOR:

**Angela Ackerman**

Dated: 2/12/99

By Angela Ackerman

State of Massachusetts

County of Middlesex

On 2/12/99 before me, Robert J. Callahan, personally appeared Angela Ackerman, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Robert J. Callahan, Jr.

Signature of Notary

SEAL

Robert J. Callahan, Jr.  
Notary Public  
State of Massachusetts  
My Commission Expires  
May 25, 2001

ASSIGNEE:

**Bonjour, Inc.**

*Angelo Ackerman*

Dated: 2/11/99

By Frank A. Brady

Its CEO

02/12/1999 12:52 9784400219

ACKERMAN

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**ASSIGNEE:**

**Bonjour, Inc.**

Dated:

*Angela Ackerman*

*2/11/99*

By  
Its

*Frank A. Brass*  
*CEO*

*2/12/99*

**ASSIGNMENT OF FRENCH CAPS**

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