

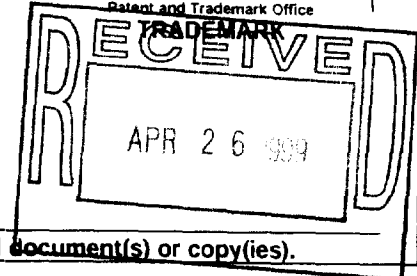
05-04-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
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- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
04 - 16 - 99

4-26-99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
04 - 16 - 99

Name Juice Stop Franchising Corp.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Juice Kitchen, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1670 Broadway

Address (line 2) Suite 3350

Address (line 3) Denver Colorado 80202  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other limited liability company

Citizenship/State of Incorporation/Organization Colorado

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/03/1999 BMSUYEN 00000181 7536664K

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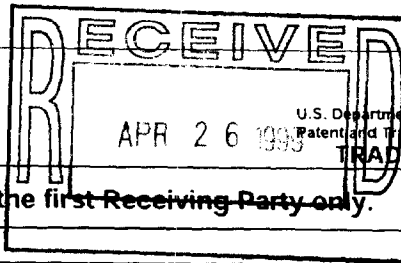
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TRADEMARK  
REEL: 1891 FRAME: 0340



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75366645"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1986707"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Joshua J. Widoff  
Name of Person Signing

Joshua J. Widoff  
Signature

4-16-99  
Date Signed

# TRADEMARK ASSIGNMENT

This is an Assignment by Juice Stop Franchising Corp., a California corporation, ("ASSIGNOR"), having an address of 10333 East Dry Creek Road, Suite 119, Englewood, Colorado 80112, to Juice Kitchen, Inc., a Delaware corporation ("ASSIGNEE"), having an address of 1670 Broadway, Suite 3350, Denver, Colorado 80202.


WHEREAS, ASSIGNOR is the owner of the trademarks and service marks, and registrations therefor, listed on Schedule A (the "MARKS") and is desirous of assigning the MARKS to ASSIGNEE.

WHEREAS, ASSIGNEE is desirous of acquiring all right, title and interest in the MARKS and the registrations therefor listed on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign to ASSIGNEE all right, title and interest in and to the MARKS together with the goodwill of the business symbolized by the MARKS and all registrations and applications therefor.

This Assignment is delivered pursuant to the Asset Purchase Agreement by and among the ASSIGNOR, the ASSIGNEE as assignee of Juice Kitchen, LLC, a Colorado limited liability company, Capex, L.P., a Colorado limited liability company, and Critical Capital Growth Fund, L.P., a Delaware limited partnership, dated as of February \_\_, 1999, and submitted to the United States Bankruptcy Court for the District of Colorado on February 24, 1999 (the "Purchase Agreement"). Nothing in this Assignment shall limit or otherwise impair the rights and obligations of the ASSIGNOR and the ASSIGNEE under the Purchase Agreement, and nothing in this Assignment shall expand or otherwise modify any representation, warranty or covenant set forth in the Purchase Agreement.

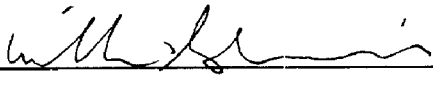
JUICE STOP FRANCHISING CORP., a California corporation

By:   
Name: \_\_\_\_\_  
Title: Pres. Ent  
Date: 4/16/99

## ADDITIONAL ASSIGNMENT

Juice Stop International, Inc., a Delaware corporation ("JSI"), by its signature below, hereby assigns to ASSIGNEE any right, title and interest that it may have in and to the MARKS together with the goodwill of the business symbolized by the MARKS and all registrations and applications therefor.

JUICE STOP INTERNATIONAL, INC., a  
Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: President  
Date: 4/16/99

**SCHEDULE A**

**TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>
Juice Stop (words and design) Owner: Juice Stop Franchising Corps.	75-366645	
Juice Stop (words and design) Owner: Juice Stop Franchising Corps., by virtue of an assignment from The Juice Stop, a California general partnership comprised of Susan Jesperson, Derek S. Humphreys and Thomas B. Humphreys Jr., on September 1, 1997.	74-621431	1986707