FORM PTO-1594 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp.4/94) Copyright 1994-97 LegalStar SM05/REV03 Tab settings →

Juice Kitchen, Inc.

☐ General Partnership

☐ Other

3. Nature of conveyance:

☐ Security Agreement Other

Execution Date: June 29, 1999

A. Trademark Application No.(s)

Name: Lisa A. Osman

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

5. Name and address of party to whom correspondence

Internal Address: Dorsey & Whitney LLP

Street Address: 370 17th Street, Suite 4400

concerning document should be mailed:

■ Assignment

75/597,314 75/658,801 75/659,062

Additional names(s) of conveying party(ies)

☐ Individual(s)

08-30-1999

State: <u>CO</u> ZIP: <u>80202</u>

ET

Docket No.:

81076, 81077, 81078

To the	Honorable	Commis	sioner	of Pa

To the Honorable Commissioner of Pa. 101130	<u> 10113066</u>	
. Name of conveying party(ies):	2.	

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Pa	1011306	attached original documents or copy thereof.
		2. Name and address of receiving party(ies):
		Name: Juice Kitchen Franchising Corporation
		Internal Address:
	Association	Street Address: 1050 17th Street, Suite B195
J	Limited Partnership	City: <u>Denver</u> State: <u>CO</u> ZIP: <u>80265</u>
		☐ Individual(s) citizer
	Yes 🛛 No	Association
		☐ General Partnershi 08-18-1999
		Limited Partnership U.S. Patent & TMOfc/TM Mail Ropt Dt. #64
	Merger	☑ Corporation-State <u>Colorado</u>
	Change of Name	Other
		If assignee is not domiciled in the United States, a domestic
		designation is ☐ Yes ☐ N (Designations must be a separate document from
		Additional name(s) & address(es)
ก ทน	ımbers(s):	
		B. Trademark Registration No.(s)
	Additional numbers	☐ Yes ☒ No
m correspondence		6. Total number of applications and registrations involved:
ailed	I :	registrations involved
•		7. Total fee (37 CFR 3.41):\$ \$90.00
nev I	LLP	φ φρούσ
<u></u>		☑ Enclosed
		☐ Authorized to be charged to deposit account
Suite 4400		8. Deposit account number:

08/30/1999 MTHAII 00000041 75597314

40.00 UP

50.00 OP

DO NOT USE THIS SPACE 90E

9. Statement and signature.

City: Denver

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.

Lisa A. Osman Name of Person Signing

August 18, 1999

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK ASSIGNMENT

WHEREAS, JUICE KITCHEN, INC., a Delaware corporation, ("Assignor"), is the owner of the trademarks and the trademark applications therefore described in **Exhibit A** hereto (the "Trademarks"):

WHEREAS, Assignor and JUICE KITCHEN FRANCHISING CORPORATION, a Colorado corporation, ("Assignee"), have executed that certain Assignment and Assumption Agreement;

WHEREAS, pursuant to the terms of the Assignment and Assumption Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Assignment and Assumption Agreement, and other good and valuable consideration, the receipts and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks is used and symbolized by the Trademarks, all common law rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Effective as of the 29th of June, 1999.

JUICE KITCHEN, INC., a Delaware corporation

William S. Glennie, President

EXHIBIT A

<u>Trademark</u>	Reg. Country	App. No
JUICE KITCHEN	United States	75/597,314
HOMESPUN GOOD	United States	75/659,062
	United States	75/658,801

TRADEMARK REEL: 001955 FRAME: 0602