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09-13-1999

Docket No.:

81076, 81077, 81078



101144394

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Juice Kitchen, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Juice Kitchen Franchising Corporation

Internal Address:

Street Address: 1050 17th Street, Suite B195

City: Denver State: CO ZIP: 80265

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- 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) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 29, 1999

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

A. Trademark Application No.(s)

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

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: Lisa A. Osman

Internal Address: Dorsey & Whitney LLP

Street Address: 370 17th Street, Suite 4400

City: Denver State: CO ZIP: 80202

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

Lisa A. Osman

Name of Person Signing

Signature

August 18, 1999

Date



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

By: 
William S. Glennie, President

EXHIBIT A

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