

07-15-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



J.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

REC  
TI 102791781

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

SPEAR'S FOOD SERVICE COMPANY

7804

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

Citizenship (see guidelines) U.S.A.

Execution Date(s) APRIL 2, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JUGO JUICE INTERNATIONAL INC

Internal

Address: BAY A8

Street Address: 416 MERIDIAN ROAD S.E.

City: CALGARY

State: ALBERTA

Country: CANADA Zip: T2A 1X2

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship CANADA

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,766,053

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

JUGO JUICE

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

Name: D. DOAK HORNE

Internal Address: SUITE 1400

Street Address: 700-2ND ST. S.W.

City: CALGARY

State: ALBERTA Zip: T2P 4V5

Phone Number: (403) 298-1994

Fax Number: (403) 263-9193

Email Address: doak.horne@gowlings.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 502956  
Authorized User Name D. DOAK HORNE

9. Signature:

D. Doak Horne  
Signature

JULY 7, 2004  
Date

D. DOAK HORNE

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



07-08-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #64

TRADEMARK  
REEL: 003007 FRAME: 0710

07/14/2004 6T0011 0000119 502956 2766053

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# TRADEMARK ASSIGNMENT

(DATED AND EFFECTIVE THIS 2nd DAY OF APRIL, 2004)

## WHEREAS:

**SPEAR'S FOOD SERVICE COMPANY**, a corporation organized under the laws of Kansas, one of the United States of America, having a registered office or principal place of business at 7825 E. Harry, Suite #109, Wichita Kansas 67207 (hereinafter "Assignor" or "Spear's Food Service ")

has used the trademarks JUGO and JUGO JUICE in the United States since at least as early as February 5, 2001 in association with:

Wares: Beverages, namely fruit-based and vegetable-based non-alcoholic beverages and sandwiches;

Services: . . . Operation of a restaurant and the retail sale of beverages and food products.

and is desirous of assigning all rights, including trade dress rights and goodwill it may have acquired in the United States and throughout the world in the trademarks JUGO and JUGO JUICE, to JUGO JUICE INTERNATIONAL INC., including any trademark registrations and pending applications it may have with respect to such trademarks; and

## WHEREAS:

**JUGO JUICE INTERNATIONAL INC.** a corporation organized under the laws of the Province of Alberta, having a head office or principal place of business at Bay A8, 416 Meridian Road SE, Calgary, Alberta, T2A 1X2 ( hereinafter called "Assignee")

is desirous of acquiring all rights, including trade dress rights and goodwill, in the United States and throughout the world in the trademarks JUGO and JUGO JUICE, including all registrations to such trademarks; ("the Trademarks");

**NOW THEREFORE**, in consideration of a payment of EIGHTY THOUSAND DOLLARS (\$80,000 US), payable over time as follows:

TEN THOUSAND DOLLARS (US) (\$10,000 (US)) on each of May 1, 2004 and June , 2004;

SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (U.S.) (\$17,500(U.S.) on July 1, 2004;

TEN THOUSAND DOLLARS (US) (\$10,000 (US)) on August 1, 2004; and

TWO THOUSAND SEVEN HUNDRED AND EIGHT DOLLARS (U.S.) (\$2,708 (U.S.), payable each month commencing September 1, 2004 for each month through September 1, 2005 ("Purchase Payments"),

as well as for other and additional good and valuable consideration, the receipt and sufficiency of such sums and other consideration is hereby acknowledged by the Assignor, the parties hereto agree as follows:

1. Assignor does hereby presently sell, assign, transfer and assign to the Assignee, its successors and assigns, its whole right, title and interest, in JUGO and JUGO JUICE, and all goodwill in the name and trademarks JUGO and JUGO JUICE acquired in the United States and throughout the world, and all trademark registrations and pending applications throughout the world in JUGO and JUGO JUICE, including US Trademark Registration No. 2766053 to JUGO JUICE issued September 23, 2003, to the Assignee, its successors and assigns, for use in association with any wares and services, including but not limited to the aforesaid wares and services, including all common law rights therein in the United States and throughout the world, together with the goodwill of the business carried out under the name and trademarks JUGO and JUGO JUICE in the United States and throughout the world.

2. The Assignor shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and Assignor shall provide Assignee with such further documents or instruments required by Assignee as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

3. Without limiting the foregoing, the 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 require in order to confirm the transfer of the Assignor's right, title and interest in and to the trademarks JUGO and JUGO JUICE to the Assignee, and/or to permit recordal of this Assignment document or such other Assignment document with the Trademark Office of the corresponding jurisdictions, 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 the Assignor.

4. In the event that above Purchase Payments are not timely paid, the Assignor shall have immediate right of action against the Assignee for recovery of all monies which are then due and Assignee shall be immediately liable therefor as well as for any and all accrued interest thereon at commercially reasonable rates of interest. Such shall not, however, operate to void this Assignment nor cause future payments not yet due to become immediately due.

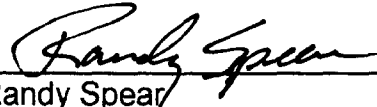
5. Assignor has made no representations or warranties to Assignee that the trademarks JUGO and JUGO JUICE are valid or that said trademarks will not infringe upon the trademarks, service marks or trade names of other persons or entities, and Assignor shall have no duty or obligation to indemnify or defend Assignee in the event any infringement claims are made against Assignee by third parties. Assignee agrees to indemnify and defend Assignor from and against any third party claims, causes of action and liability to third parties from and after the date of this Assignment, arising out of, or related to, Assignee's future use of the trademarks in the United States, save and except if such a claim against Assignor arises from Assignor's subsequent licensed use from Assignee of the trademarks pursuant to a License Agreement entered into between Assignee and Assignor in respect of the Trademarks, in which case Assignor shall be required to defend at Assignor's own expense any claim by a third party against Assignor, and Assignee shall have the right to defend, at Assignor's expense, any such claim or action, should Assignee not defend any such claim or action.

6. Assignor agrees to indemnify Assignee from and against any third-party claims, causes of action and liability, including any claim by Assignee against Assignor, resulting in diminution of the value of the goodwill in the mark arising out of Assignor's future licensed use of the trademarks in the United States under the aforesaid License Agreement, including, but not limited to, Assignor's improper use or failure to correctly use the Trademarks in accordance with the conditions of quality and control set out and specified in accordance with the terms of the License Agreement.

7. Assignee and Assignor each attorn to the jurisdiction of the Courts of the State of Kansas .
8. The Assignment shall be interpreted in accordance with the laws of the State of Kansas.

SIGNED at Wichita, Kansas, this 2<sup>nd</sup> day of April, 2004.

**SPEAR'S FOOD SERVICE COMPANY**


Per:  (c/s)  
Randy Spear  
Vice President

Assignment of the trademarks JUGO and JUGO JUICE as aforesaid is hereby accepted by  
JUGO JUICE INTERNATIONAL INC.

SIGNED at Calgary, Alberta, this \_\_\_\_ day of April, 2004.

**JUGO JUICE INTERNATIONAL INC.**

Per:   
Jason Cunningham

Per:   
Derek Brock

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**DECLARATION**

I, Jason Cunningham, an individual and a citizen of Canada, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any registration resulting there from, declares: he is the President of the applicant corporation and believes the applicant corporation to be the owner and entitled to use said trademark sought to be registered; and to the best of his knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form thereof or in such near resemblance thereto as may be likely when used on or in connection with the services of such other persons, to cause confusion, or to cause mistake, or to deceive; that the facts set forth in this application are true and accurate; and all statements made of his own knowledge and belief are believed to be true.

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Suiter \* West PC LLO  
whose postal address is:  
14301 FNB Parkway, Suite 220  
Omaha, NE 68154-5299  
Telephone No. 402-496-0300  
Facsimile No. 402-496-0333

is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.


**POWER OF ATTORNEY**

Applicant hereby appoints the following individual as its attorney with full power of substitution, association and revocation, to prosecute this application, to transact all business in the United States Patent and Trademark Office and to receive the Certificate of Registration: Regina M. Corrigan of Gowling Lafleur Henderson LLP, 1400, 700 - 2nd Street SW, Calgary, AB, Canada T2P 4V5, attorney at law in the Province of Alberta, Canada. All communications to be held with Regina M. Corrigan.

Respectfully submitted,

**JUGO JUICE INTERNATIONAL INC.**

Date: 7/06/04

  
\_\_\_\_\_  
Jason Cunningham  
(Print Name)