

03-06-2007

FORM  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



CORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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3.1.07

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):

Barista Company

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

Citizenship (see guidelines) \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No



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

Additional names, addresses, or citizenship attached?  Yes  No

Name: High Road Training & Consulting, LLC  
Address: 1103 West 21<sup>st</sup> Street  
Kearney, Nebraska 68845  
Country: USA

- Association      Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other Limited Liability Company    State: Nebraska

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)

3. Nature of Conveyance:

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

Execution Date: February 28, 2007

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)

3,125,347

Additional numbers attached?  Yes  No

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

BARISTA'S DAILY GRIND ESPRESSO TO GO

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

Carol L.B. Matthews, Esquire  
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.  
Attorneys at Law  
1940 Duke Street  
Alexandria, Virginia 22314  
(703) 413-3000  
Email: [tmddocket@oblon.com](mailto:tmddocket@oblon.com)  
OSMMN Ref: 271455US57

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 (see attached form)
- b. Deposit Account Number: 50-2014

9. Signature:

*Carol L.B. Matthews*  
Signature

Carol L.B. Matthews  
Name of Person Signing

1 March 07  
Date

Total number of pages, including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

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## ASSIGNMENT

WHEREAS, Barista Company, a Nebraska corporation, having a principal business address at 3807 14<sup>th</sup> Avenue, Kearney, Nebraska 68845 (hereinafter "Assignor"), has adopted and used the service/trademark BARISTA'S DAILY GRIND ESPRESSO TO GO for prepared coffee, ground coffee and coffee beans, and coffee bar services, which mark is registered in the United States Patent and Trademark Office under Registration No. 3,125,347 dated August 8, 2006;


WHEREAS High Road Training & Consulting, LLC, a Nebraska limited liability company, having a principal business address at 1103 West 21<sup>st</sup> Street, Kearney, Nebraska 68845 (hereinafter "Assignee") is desirous of acquiring the aforesaid service/trademark, the federal registration therefore, together with the goodwill symbolized by the service/trademark;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, transfer and assign to Assignee all rights, title and interest in and to the aforesaid service/trademark BARISTA'S DAILY GRIND ESPRESSO TO GO, U.S. Registration No. 3,125,347, and the goodwill symbolized by the service/trademark.

Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringement of the service/trademark and the federal registration assigned herein.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

BARISTA COMPANY

By 

Steven Sickler

Title: President

Date: 2-28-07