

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/30/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jeffery Hernandez		07/30/2007	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Teavana Corporation
Street Address:	3475 Lenox Road
Internal Address:	Suite 860
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2886663	TEATOPIA

CORRESPONDENCE DATA

Fax Number: (404)602-8857
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-888-4041
 Email: hwattm@hunton.com
 Correspondent Name: Robert H. G. Lockwood
 Address Line 1: 600 Peachtree Street, N.E.
 Address Line 2: Bank of America Plaza, Suite 4100
 Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	69833
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NAME OF SUBMITTER:	Robert H. G. Lockwood
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Signature:

/Robert H. G. Lockwood/

Date:

08/21/2007

Total Attachments: 1

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ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Jeffery Hernandez, an individual residing at 6915 Bay Drive, Unit 3, Miami Beach, Florida 33141 ("Assignor"), is the owner of all right, title and interest in and to the trademark TEATOPIA, which is the subject of United States Registration No. 2,886,663, and the Internet domain name www.teatopia.com, and all the goodwill of the business associated therewith (collectively, the "Intellectual Property"); and

WHEREAS, Teavana Corporation, a corporation organized and existing under the laws of the State of Georgia and having its principal place of business at 3475 Lenox Road, Suite 860, Atlanta, Georgia 30326 ("Assignee"), wishes to acquire said Intellectual Property, and all goodwill of the business associated therewith, and Assignor wishes to assign said Intellectual Property, and all goodwill of the business associated therewith, to Assignee;

NOW, THEREFORE, in consideration of the payment of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor does hereby assign unto Assignee all of its right, title and interest in the Intellectual Property, together with the goodwill of the business associated therewith, and any applications, registrations or renewals thereof, including, without limitation, the right to sue for any past, present and future infringement of such Intellectual Property, all income, royalties, damages and payments now or hereafter due or payable in respect to the Intellectual Property, free and clear of any and all liens or encumbrances, effective as of July 30, 2007.

2. **Representations and Warranties.** Assignor hereby represents and warrants: (i) that Assignor is the sole owner of the Intellectual Property; (ii) that Assignor has full legal capacity, power and authority to assign the Intellectual Property as set forth herein; (iii) the rights and privileges granted to Assignee hereunder do not conflict with any other agreement or legal obligation of Assignor; and (iv) that Assignor has not previously assigned or granted any of its right, title or interest to the Intellectual Property.

3. **Indemnification.** Assignor acknowledges and understands that Assignee, as a result of its execution of this Agreement, assumes no duty or responsibility and consequently has no liability to Assignor or any third party with respect to any product liability, personal injury or other claim arising out of the use of the Intellectual Property for commercial purposes.

4. **Further Assurances.** Assignor agrees, at Assignee's request and expense, to execute and deliver, and to do or make, to Assignee any and all further documents, instruments, agreements, papers, deeds, acts or things that may be reasonably required or necessary to confirm, record or perfect this Assignment.

5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, U.S.A.

6. **Entire Agreement.** This Agreement contains the entire agreement of the parties and any representation, warranties, promises, or agreements or otherwise, between the parties not included, shall be of no force and effect.

Date:

30 JULY 2007


Jeffery Hernandez