

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Diedrich Coffee, Inc.		06/18/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gloria Jean's Coffees Holdings Pty. Ltd.		
<b>Street Address:</b>	11 Hoyle Avenue		
<b>City:</b>	Castle Hill		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	NSW, 2154		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78381895	ARCTIC KOOLERZ	
Serial Number:	76441218	BEAN BOUTIQUE	
Serial Number:	76351854	CONDESA DE COSTA RICA	
Serial Number:	77529906	GJ PERKS	
Serial Number:	77979038	GJ PERKS	
Serial Number:	73497402	GLORIA JEAN'S	
Serial Number:	74210526	GLORIA JEAN'S	
Serial Number:	75521458	GLORIA JEAN'S COFFEES	
Serial Number:	73758592	GLORIA JEAN'S	
Serial Number:	73758520	GLORIA JEAN'S	
Serial Number:	73758591	GLORIA JEAN'S COFFEE BEAN	
Serial Number:	73758510	GLORIA JEAN'S COFFEE BEAN	
Serial Number:	78498356		
Serial Number:	76399630	IT'S ALL ABOUT BEANS	

OP \$440.00 78381895

Serial Number:	76399629	YOU CAN'T BREW A BETTER BEAN
Serial Number:	76399631	YOU CAN'T BAG A BETTER BEAN
Serial Number:	75322965	GLORIA JEAN'S COFFEES

**CORRESPONDENCE DATA**

Fax Number: (213)486-0065  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 972-4500  
Email: ptoMailLosAngeles@foley.com, jkobulnick@foley.com, ssivochek@foley.com  
Correspondent Name: Jeffrey A. Kobulnick  
Address Line 1: 555 South Flower Street, Suite 3500  
Address Line 4: Los Angeles, CALIFORNIA 90071-2411

ATTORNEY DOCKET NUMBER: 040108-0101

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Jeffrey A. Kobulnick

Signature: /Jeffrey A. Kobulnick/

Date: 06/22/2010

**Total Attachments: 7**  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 18, 2010, by and between Diedrich Coffee, Inc., a Delaware corporation ("Assignor"), and Gloria Jean's Coffees Holdings Pty. Ltd., a corporation organized under the laws of Australia ("Assignee").

WHEREAS, capitalized terms not otherwise defined herein shall have their respective meanings as set forth in that certain Cross-Receipt dated as of even date herewith, to which a form of this Assignment is attached as Exhibit B;

WHEREAS, Assignor was engaged in the operation of the Gloria Jean's retail specialty coffee store businesses, including both franchised and company-owned stores, both within and outside of the United States of America, which businesses were, at different times, sold and transferred to Assignee and its affiliates;

WHEREAS, to Assignor's knowledge, except as otherwise noted on Exhibit A hereto, Assignor owns all rights, title and interest in and to the trademarks and trademark applications listed on Exhibit A attached hereto (including the goodwill associated therewith), and all other rights appurtenant thereto, including, but not limited to, any and all designs, artwork, logos or other embodiments which have been used or are intended to be used in connection with such trademarks, and all common law rights, trade name rights and causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks and Applications");

WHEREAS, GJGCC and GJGFCF, on the one hand, and Assignee, GJCI, Jireh and Jireh Group, on the other hand, entered into the Trademark License Agreement;

WHEREAS, pursuant to the Trademark License Assignment, the respective rights, interests and obligations of GJGCC and GJGFCF in, to and under the Trademark License Agreement were assigned by GJGCC and GJGFCF to Assignor, and Assignee, GJCI, Jireh and Jireh Group consented to such assignment;

WHEREAS, pursuant to (i) that certain Intellectual Property Assignment Agreement dated as of June 12, 2009, by and between GJGCC and Praise Coffee, Inc., an Oregon corporation, on the one hand, and Assignor, on the other hand, and (ii) that certain Trademark Assignment dated as of June 12, 2009, by and between GJGCC and Assignor, GJGCC assigned the Trademarks and Applications, *inter alia*, to Assignor;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and Applications and has not abandoned the same, except for "YOU CAN'T BREW A BETTER BEAN" (Reg. No. 2,807,235), "GLORIA JEAN'S" (Reg. No. 1,576,977) and "GLORIA JEAN'S COFFEE BEAN" (Reg. No. 1,578,273), each of which Assignee and/or its affiliate instructed Assignor to abandon (and in this connection, consented to such abandonment);

WHEREAS, pursuant to Section 1.8 of the Brand Management Agreement, Assignor is required to transfer to Assignee all of Assignor's rights, title and interest in and to the Trademarks and Applications upon the fulfillment of the conditions set forth therein, including payment of the Final Payment by Assignee to Assignor, by delivering this Assignment to Assignee; and

WHEREAS, as the conditions set forth in Section 1.8 of the Brand Management Agreement have been satisfied as of the date of this Assignment or will be satisfied contemporaneously with the execution of this Assignment, Assignor desires to assign, and Assignee desires to acquire, among other matters, all rights, title and interest of Assignor in and to the Trademarks and Applications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Assignment and Assumption. Assignor hereby assigns and sells to Assignee (i) all rights, title and interest of Assignor in and to the Trademarks and Applications, (ii) all rights, title and interest of Assignor in and to all registered or unregistered trademarks relating to the Gloria Jean's coffee brand within the United States and the Commonwealth of Puerto Rico, (iii) all rights, title and interest as Assignor may possess in and to all registered or unregistered trademarks relating to the Gloria Jean's coffee brand within the United States and the Commonwealth of Puerto Rico, but owned by licensees or franchisees of the Gloria Jean's retail specialty coffee store business, and (iv) any and all past, present and future claims, demands and causes of action based thereon, and the goodwill of any business associated therewith.

B. Further Assurances. Each of Assignor and Assignee shall execute such further documents, and take such further actions, as may be reasonably necessary to confirm in Assignee, and permit Assignee to exercise, all rights, title and interest of Assignor in and to the Trademarks and Applications. All costs and fees relating to the recording or filing of this Assignment shall be at the sole expense of Assignee.

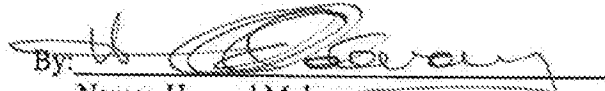
C. Miscellaneous. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to its conflicts or choice of law provisions. This Assignment may be executed in counterparts (including by means of facsimile or electronically transmitted portable document format (PDF) signature pages), each of which shall be deemed to be an original, but all of which together shall constitute and be one and the same instrument.

[Signature Page Follows]

Executed by Assignor as of the date first written above.

Assignor:

DIEDRICH COFFEE, INC.

By:   
Name: Howard Malovany  
Title: Vice President and Secretary

Assignee hereby accepts the foregoing assignment.

Assignee:

GLORIA JEAN'S COFFEES HOLDINGS PTY  
LTD.

By: \_\_\_\_\_  
Name:  
Title:

Executed by Assignor as of the date first written above.

Assignor:

DIEDRICH COFFEE, INC.

By: \_\_\_\_\_

Name:

Title:

Assignee hereby accepts the foregoing assignment.

Assignee:

GLORIA JEAN'S COFFEES HOLDINGS PTY  
LTD.

By:  \_\_\_\_\_

Name: Peter Irvine







Title: Director

EXHIBIT A

TRADEMARKS AND APPLICATIONS

Mark (Australia applications)	Application No.	Filing Date	Classes	Status	Owner
GLORIA JEAN'S	1022576	09/28/04	30, 35 & 43	Pending	Diedrich Coffee, Inc.
HAND HOLDS CUP WITH STEAM Design	1018447	09/01/04	30, 35 & 43	Pending	Diedrich Coffee, Inc.

Mark (registered or pending in the United States)	Serial No.	Filing Date	Reg. No.	Reg. Date	Classes	Status	Owner
ARCTIC KOOLERZ	78/381,895	03/10/04	3,002,890	09/27/05	29	Registered	Diedrich Coffee, Inc. Irvine, CA
BEAN BOUTIQUE	76/441,218	08/13/02	2,813,896	02/10/04	30	Registered	Diedrich Coffee, Inc. Irvine, CA
CONDESA DE COSTA RICA	76/351,854	12/21/01	2,683,005	02/04/03	30	Registered	Diedrich Coffee, Inc. Irvine, CA
GJPERKS	77/529,906	07/23/08			9	Pending	Diedrich Coffee, Inc. Irvine, CA

<u>Mark</u> (registered or pending in the United States)	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>	<u>Status</u>	<u>Owner</u>
GJ PERKS	77/979,038	07/23/08			35 & 36	Pending	Diedrich Coffee, Inc. Irvine, CA
GLORIA JEAN'S	73/497,402	08/31/84	1,362,248	09/24/85	30	Registered	Diedrich Coffee, Inc. Arlington Heights, CA
GLORIA JEAN'S	74/210,526	10/01/91	1,703,976	07/28/92	42	Registered	Diedrich Coffee, Inc. Irvine, CA
	75/521,458	07/20/98	2,480,331	08/21/01	42	Registered	Diedrich Coffee, Inc. Castroville, CA
	73/758,592	10/19/88	1,577,971	01/16/90	30	Registered	Diedrich Coffee, Inc. Irvine, CA
	73/758,520	10/19/88	1,576,977	01/09/90	42	Registered	Diedrich Coffee, Inc. Castroville, CA
	73/758,591	10/19/88	1,577,970	01/16/90	30	Registered	Diedrich Coffee, Inc. Castroville, CA
	73/758,510	10/19/88	1,578,273	01/16/90	42	Registered	Diedrich Coffee, Inc. Buffalo Grove, CA
	78/498,356	10/12/04	3,035,135	12/27/05	30, 35 & 43	Registered	Diedrich Coffee, Inc. Irvine, CA
IT'S ALL ABOUT BEANS	76/399,630	04/24/02	2,723,726	06/10/03	30	Registered	Diedrich Coffee, Inc. Irvine, CA



<u>Mark</u> (registered or pending in the United States)	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>	<u>Status</u>	<u>Owner</u>
YOU CAN'T BREW A BETTER BEAN	76/399,629	04/24/02	2,807,235	01/20/04	30	Registered	Diedrich Coffee, Inc. Irvine, CA
YOU CAN'T BAG A BETTER BEAN	76/399,631	04/24/02	2,807,236	01/20/04	30	Registered	Diedrich Coffee, Inc. Irvine, CA
"Gloria Jean's Coffees" Script Mark (Dark Background)**	75/322,965	07/11/97	2,208,443	12/08/98	35, 40 & 42	Cancelled	Diedrich Coffee, Inc. Irvine, CA

\*\* Assignor makes no representation or warranty with respect to its rights in and to this trademark. Assignor further provides notice that, to the best of its knowledge, Assignor has no registration rights to this trademark. Assignor, however, does assign to Assignee any rights, title and interest in and to this trademark that Assignor may possess in accordance with the terms of this Assignment.