

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Khaldi's Coffee, Inc.		10/01/2010	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Rise Up Coffee, LLC		
Trading As:	TA Rise Up Coffee		
Street Address:	10402 Claiborne Road		
City:	Claiborne		
State/Country:	MARYLAND		
Postal Code:	21624		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3552154	RISE UP	
CORRESPONDENCE DATA			
Fax Number:	(410)822-4787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	410-822-4777		
Email:	rgras@agllaw.com		
Correspondent Name:	Ramon Gras, Esq.		
Address Line 1:	114 Bay Street, Building C		
Address Line 4:	Easton, MARYLAND 21601		
NAME OF SUBMITTER:	Ramon Gras		
Signature:	/Ramon Gras/		
Date:	02/09/2011		

OP \$40.00 3552154

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, KHALDI'S COFFEE, INC., a Maryland limited liability company, was the owner of the trademark "Rise Up" in U.S. Trademark Registration No. 3552154.

WHEREAS, the members of KHALDI'S COFFEE, INC. determined to form a new limited liability company to own and operate the business formerly owned and operated by KHALDI'S COFFEE, INC., and for that purpose RISE UP COFFEE, LLC was formed on May 24, 2007 by the filing of Articles of Organization with the Maryland State Department of Assessments and Taxation, and KHALDI'S COFFEE, INC. was terminated on January 9, 2008 by the filing of Articles of Cancellation with the Maryland State Department of Assessments and Taxation.

WHEREAS, in liquidating the assets of KHALDI'S COFFEE, INC., the trademark was distributed to TIMOTHY M. CURETON, member, for immediate contribution to RISE UP COFFEE, LLC.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, TIMOTHY M. CURETON, member in liquidation of KHALDI'S COFFEE, INC. ("Assignor"), hereby sells, transfers, assigns, and conveys to RISE UP COFFEE, LLC, a Maryland limited liability company ("Assignee"), the entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications for the following mark:

RISE UP

United States Patent and Trademark Office Registration Number 3552154.

Assignor also hereby sells, transfers, assigns, and conveys to the Assignee the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (collectively, the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

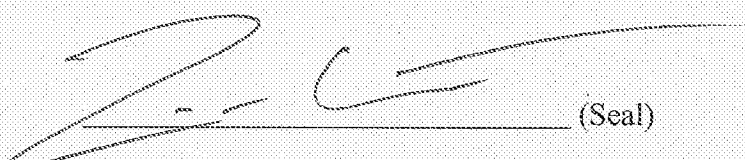
Assignor agrees without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

Assignor hereby grants to RAMON GRAS, ESQ., ARMISTEAD, GRISWOLD, LEE & RUST, P.A. located at 114 Bay Street, Building C, Easton, Maryland 21601, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed, to be deemed effective as of January 9, 2008.

ASSIGNOR:



(Seal)

Name: Timothy M. Cureton

Date: October 1, 2010