

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
Alterra Coffee Roasters, Inc.		04/21/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Mars Drinks North America, LLC		
Street Address:	1301 Wilson Drive		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2638848	ALTERRA	
Registration Number:	3782061	ALTERRA	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-857-6000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Cristina A. Carvalho		
Address Line 1:	Arent Fox LLP 1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5339		
ATTORNEY DOCKET NUMBER:	ALTERRA 033230.00019		
NAME OF SUBMITTER:	Loni J. Sherwin		
Signature:	/Loni J. Sherwin/		
Date:	03/08/2011		

OP \$65.00 2638848

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK APPLICATIONS AND REGISTRATIONS

THIS ASSIGNMENT OF TRADEMARK APPLICATIONS AND REGISTRATIONS ("Agreement") is entered into as of April 21, 2010 by and between Mars Drinks North America, LLC, a Delaware limited liability company ("Buyer"), Alterra Coffee Roasters, Inc., a Wisconsin corporation ("ACR"), and Alterra Baking Company, LLC, a Wisconsin limited liability company ("ABC", individually and together with ACR, "Sellers", and together with Buyer, the "Parties" and each a "Party").

WHEREAS, Sellers have agreed to transfer all of their right, title and interest in and to the trademark and service mark registrations and applications listed on Schedule A annexed hereto (the "Subject Trademarks"), together with certain related rights described in Section 1 below, among certain other transferred assets, to Buyer in exchange for consideration received pursuant to the Asset Purchase Agreement, entered into among the Parties and other persons dated April 21, 2010 (the "Purchase Agreement");

WHEREAS, Buyer has agreed to acquire such Subject Trademarks pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, receipt of which is hereby acknowledged by the Parties hereto, the Parties hereto agree as follows:

1. **Assignment.** Subject to the terms and conditions set forth in this Agreement, Sellers hereby assign, transfer and convey to Buyer, and Buyer accepts, all of Sellers' right, title and interest in and to the Subject Trademarks, together with the goodwill of the business associated therewith and symbolized thereby, the registrations and applications for registration thereof and rights of renewal and extension thereof, all common-law rights related thereto and all causes of action and rights of recovery for past, present and future infringements, dilutions or violations of the foregoing, and the right to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in connection with the Subject Trademarks.

2. **Satisfaction, Waiver and Release.** Effective as of the date hereof, Sellers shall have no further right, title to or interest in the Subject Trademarks or any royalties or payments in respect thereof. The right, title and interest in and to the Subject Trademarks is to be held and enjoyed by Buyer and Buyer's successors and assigns as fully and exclusively as it would have been held and enjoyed by Sellers had this assignment not been made.

3. **Intention of the Parties.** This Agreement is intended to evidence the consummation of the assignment of the Subject Trademarks and related rights described in Section 1 hereof, as contemplated by the Purchase Agreement, for recordation with the United States Patent and Trademark Office (the "USPTO"). This Agreement is made without representation or warranty, except as and to the extent provided in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the

obligations, agreements, covenants, representations or warranties of any Seller or Buyer contained in the Purchase Agreement.

4. Cooperation. Each of the Parties hereto, without further consideration, shall execute and deliver other documents and take such other action as may be necessary to effect and record the assignment herein, including any actions or documents that may be necessary to protect, secure and vest good and marketable title to the Subject Trademarks. Sellers hereby authorize the USPTO and any other relevant government entity or agency or registering authority, in each applicable country or jurisdiction, whose duty it is to record trademark registrations, applications and title thereto, to record the Subject Trademarks and title thereto as the property of Buyer and its successors and assigns in accordance with the terms of this Agreement.

5. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, including all matters of construction, validity, interpretation, enforceability and performance, in each case without reference to any conflict of Law rules that might lead to application of the Laws of any other jurisdiction.

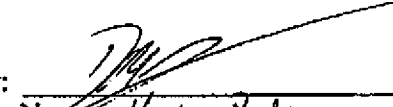
6. Counterparts. This Agreement may be executed in one or more counterparts (including signatures transmitted by facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Recitals. Each of the Recitals is incorporated herein by this reference and shall become part of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MARS DRINKS NORTH AMERICA, LLC

By: 
Name: Martin Rodwan
Title: President Mars Drinks

ALTERRA COFFEE ROASTERS, INC.

By: _____
Name:
Title:

ALTERRA BAKING COMPANY, LLC

By: _____
Name:
Title:

[Signature Page to Assignment of Trademark Applications and Registrations]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MARS DRINKS NORTH AMERICA, LLC

By: _____
Name:
Title:

ALTERRA COFFEE ROASTERS, INC.

By: Ward Fowler
Name: Ward Fowler
Title: President

ALTERRA BAKING COMPANY, LLC

By: Paul Miller
Name: Paul Miller
Title: Member

[Signature Page to Assignment of Trademark Applications and Registrations]

TRADEMARK
REEL: 004492 FRAME: 0355

Schedule A – Trademark Applications and Registrations

<i>Mark</i>	<i>Registration/Application Number</i>	<i>Filing Date/Registration Date</i>
ALTERRA	2,638,848	Registered: October 22, 2002
ALTERRA	77,567,046	Filed: September 10, 2008