

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480664

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900447105		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Al's Coffee Company		04/16/2018	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Group USA, Inc.		
<b>Street Address:</b>	2400 Yorkmont Road		
<b>Internal Address:</b>	Attn: Kathy Keller		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28217		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3976239	RAINY LAKE COFFEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7042955389		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	704-328-2838		
<b>Email:</b>	legal.trademarks-copyrights@compass-usa.com		
<b>Correspondent Name:</b>	Compass Group USA, Inc.		
<b>Address Line 1:</b>	2400 Yorkmont Road		
<b>Address Line 2:</b>	Attn: Kathy Keller		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28217		
<b>NAME OF SUBMITTER:</b>	Kathy Keller		
<b>SIGNATURE:</b>	/kathy keller/		
<b>DATE SIGNED:</b>	07/05/2018		
<b>Total Attachments: 6</b>			
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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the "Agreement") is made and executed as of the 16<sup>th</sup> day of April, 2018 (the "Effective Date"), by and among **COMPASS GROUP USA, INC.**, by and through its Canteen Division, a Delaware corporation having its principal office at 2400 Yorkmont Road, Charlotte, North Carolina 28217 ("Purchaser"); **AL'S COFFEE COMPANY**, a Minnesota corporation having its principal office at 820 Decatur Ave N., Golden Valley, MN 55427 ("Seller" or the "Company"); and all of the undersigned shareholders of the Company (collectively, the "Owners").

### RECITALS

WHEREAS, Seller is engaged in the business of operating an office coffee service ("OCS") and an office product sales business, including performance with respect to the Client Contracts (as defined in Section 1(b));

WHEREAS, the Owners own all of the outstanding capital stock of the Seller; and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, substantially all of the assets owned by Seller and used in its OCS and office product sales business (the "Purchased Business") in the state of Minnesota, upon the terms and subject to the conditions of this Agreement.

### AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties and the faithful performance thereof, the parties hereto agree as follows:

#### **SECTION 1. Sale of Assets and Business of Seller.**

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), Seller will sell, convey, transfer, assign and deliver to Purchaser and Purchaser will purchase and assume from Seller all of the assets, properties and rights of Seller, free and clear of all liens, encumbrances, mortgages and other financing arrangements or obligations which (except as otherwise explicitly provided for in Section 2) constitute substantially all of the assets, properties and rights of Seller used in the Purchased Business (collectively, the "Purchased Assets"), including, but not limited to:

- a. Fixed Assets. All property and goods used or bought for use in connection with the Purchased Business, including but not limited to, office coffee equipment, office products, portable refrigerators, portable freezers, coin counting equipment, computers, shop and warehouse equipment and other fixed assets of Seller, all as used in the Purchased Business, including those assets listed on attached Schedule 1(a) (the "Fixed Assets");
- b. Client Contracts. All of Seller's rights in and to the customer lists, accounts, contracts, agreements, arrangements, understandings and privileges, whether written or

oral, relating to or arising out of the Purchased Business as of the Closing Date, all as listed and described on the attached Schedule 1(b) (the "Client Contracts"), with the customers named in such Schedule (the "Customers"), and which Schedule includes a true and correct statement of the annual sales value for each Client Contract and, with respect to all oral Client Contracts, which includes the termination date; all commission rates payable; all liabilities thereunder, whether or not contingent; and all other material terms and conditions;

c. Inventories. All fresh and saleable food and beverages, whose expiration date has not passed and that have not otherwise exceeded their useful life, owned and held by Seller for sale or to be used in connection with the Client Contracts, as of the Closing Date ("Product Inventory");

d. Transferred Intellectual Property. All rights, title and interest to Seller's inventions, trade secrets, know-how, recipes, proprietary processes and formulae, and similar information relating to the Purchased Business, including the trade names, trademarks, service marks, any applications and registrations therefor, all registered and unregistered copyrights, internet web sites, social media presences and internet domain names owned and used by Seller as of the Effective Date, including without limitation the intellectual property listed on Schedule 1(d) related to the Purchased Business;

e. Computer Systems Licenses and Permits. All of Seller's right, title and interest in the required licenses and permits for any computer systems and software used in the Purchased Business;

f. Other Licenses and Permits. All of Seller's right, title and interest to any and all licenses and permits required, maintained by and used in the Purchased Business;

g. Warranties. All guarantees, warranties, indemnities and similar rights in favor of Seller with respect to any of the Purchased Assets or the Purchased Business to the extent they are freely transferable;

h. Business Records. Copies of any and all business and accounting records relating to the Purchased Assets and Client Contracts, including, without limitation, customer lists, contracts, data within computer systems, correspondence, leases, licenses, permits, accounting ledgers, bank and cash records, invoices and other accounting records, internal financial statements and all tax returns of the Seller (excluding Owners' tax returns), and all other local, state and federal filings and returns of Seller, payroll and all other human resource personnel records, revenues and commissions statements, purchasing and route data, and computer media, manuals and records ("Business Records"); title to the originals of such documents shall remain with Seller and Seller shall have access, upon request during normal business hours, to any such originals that remain in Purchaser's possession after the Closing; Seller may remove such originals upon at least thirty (30) days advance notice to Purchaser, upon confirmation from Purchaser that copies have been retained, as necessary;

- i. Refunds/ Deposits. The portion of any and all refunds, rebates or credits relating to the Purchased Business that are due or to become due that relate to periods on or after the Closing Date; and any and all investments made and associated with the Client Contracts in existence as of the Closing Date such as signing bonuses, deposits or placement fees;
- j. Goodwill and Other Intangibles. All goodwill and other intangibles relating to the Purchased Business and all going concern value therein;
- k. Vehicles. All rights in, to and under the vehicles listed on attached Schedule 1(k) ("Vehicles"); and
- l. Telephone Numbers. To the extent transferable the telephone number(s) listed on Schedule 1(l).

**SECTION 2. Excluded Assets.**

Notwithstanding any provisions of this Agreement to the contrary, the Purchased Assets will not include the following excluded items (the "Excluded Assets"):

- a. Non-Purchased Business. Any and all assets and contracts relating to the operation of any services other than the Purchased Business and certain excluded assets of the Purchased Business, all as listed on attached Schedule 2(a);
- b. Cash. Any and all cash, cash equivalents, petty cash funds and negotiable instruments of Seller;
- c. Securities. All stocks, bonds, limited liability company and partnership interests, or other securities owned by Seller;
- d. Permits, Licenses and Other Assets. All permits and licenses maintained and used in the operation of any business other than the Purchased Business;
- e. Employee Benefit Plans. Any and all employee benefit plans of any kind and nature whatsoever;
- f. Shareholder and other Notes Receivable. All of Seller's notes receivable including any receivables due from shareholders;
- g. Real Property. The property located at 820 Decatur Ave., Golden Valley, MN 55427 used by Seller to operate the Purchased Business;
- h. Receivables. All of Seller's trade account receivables for goods and services sold and delivered prior to the Closing Date; and
- i. Tickets. Seller's Minnesota Twins season tickets.

IN WITNESS WHEREOF, each party has executed, or has caused its duly authorized officer to execute, this Asset Purchase Agreement as of the date first above written.

**SELLER:**

**AL'S COFFEE COMPANY**


By:   
Mark W. Melles, CFO


**PURCHASER:**

**COMPASS GROUP USA, INC. by and through its  
Canteen Division**

By: \_\_\_\_\_  
David Goldring, CFO

**OWNERS:**

By:   
Mark W. Melles, an individual

By:   
Scott C. Brinda, an individual

IN WITNESS WHEREOF, each party has executed, or has caused its duly authorized officer to execute, this Asset Purchase Agreement as of the date first above written.

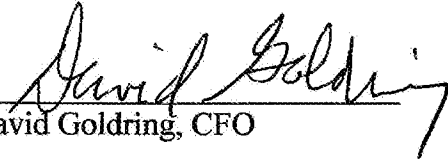
**SELLER:**

**AL'S COFFEE COMPANY**

By: \_\_\_\_\_  
Mark W. Melles, CFO

**PURCHASER:**

**COMPASS GROUP USA, INC. by and through its  
Canteen Division**

By:   
David Goldring, CFO

**OWNERS:**

By: \_\_\_\_\_  
**Mark W. Melles, an individual**

By: \_\_\_\_\_  
**Scott C. Brinda, an individual**

# United States of America

United States Patent and Trademark Office

## RAINY LAKE COFFEE

Reg. No. 3,976,239

Registered June 14, 2011

Int. Cl.: 30

TRADEMARK

PRINCIPAL REGISTER

AL'S COFFEE COMPANY (MINNESOTA CORPORATION)  
820 DECATUR AVE. NORTH  
GOLDEN VALLEY, MN 55427

FOR: GROUND AND WHOLE BEAN COFFEE AND ROASTED COFFEE, IN CLASS 30 (U.S. CL. 46).

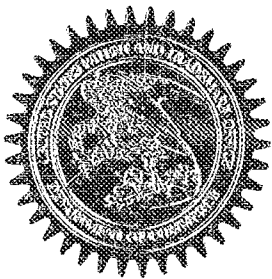
FIRST USE 3-17-2010; IN COMMERCE 3-17-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "COFFEE", APART FROM THE MARK AS SHOWN.

SER. NO. 76-702,363, FILED 4-5-2010.

KELLY TRUSILO, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office