

RECORDATION FORM
PATENTS

09-27-2000

DEPARTMENT OF COMMERCE
Patent and Trademark Office
Form No. 4639-009



101473593

To the Commissioner for Patents: Please record the attached ori

1. Name of conveying party(ies):
Rudolph Fischer; 8/18/00
Ron Hinson; 8/21/00
James D. Hinson, Jr.; 8/18/00
Roland D. Wolfe; 8/18/00

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: see above dates by conveying parties

2. Name and address of receiving party(ies):

Name: S&D Coffee, Inc.

Internal Address:

9-15-00

Street Address: 300 Concord Parkway South

City: Concord State: NC Zip: 28027

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

29/127,411

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy H. Fix
RHODES & MASON, P.L.L.C.
Internal Address: P.O. Box 2974
Greensboro, NC 27402

Street Address: 1600 First Union Tower
300 North Greene Street
Greensboro, NC 27401

6. Total number of applications and patents involved:.....1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1164

(Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy H. Fix

Name of Person Signing

Amy H. Fix
Signature

9-12-00

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Director of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

09/26/2000 GTOM11 00000151 29127411

01 FC:581

40.00 DP

21866

PATENT
REEL: 011100 FRAME: 0186

ASSIGNMENT

ASSIGNMENT made by **RUDOLPH FISCHER** ("Assignor") of 15432 Northstone Drive, Huntersville, North Carolina 28078 to **S&D COFFEE, INC.**, ("Assignee") a corporation organized under the laws of the State of North Carolina and located and doing business at 300 Concord Parkway South, Concord, North Carolina 28027.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in fulfillment of my pre-existing obligation of assignment, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in a TEA BREW BASKET and the invention therein as set forth in the application for United States Letters Patent therefor, for which I am making or have made application for Letters Patent, and for which I have executed a declaration on the 18 day of August, 2000, and in and to said application and any divisions or continuations thereof, and any Letters Patent, obtained for said invention in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues, reexaminations or extensions of any such Letters Patent.

Further, the Commissioner for Patents is hereby authorized and requested to issue Letters Patent for said invention to Assignee, as owner of the entire right, title and interest therein.

Further, said Assignor hereby covenants that Assignor has full right to convey Assignor's entire right, title and interest in said invention, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Further, Assignor covenants that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in said Assignee, to said invention or any Letters Patent that may be granted therefor, and that if Assignee, or its assignee, desires to make a substitute, divisional or continuation application to said invention, or to secure a reissue, reexamination or extension of said Letters Patent, to file a disclaimer relating thereto or an application for a corresponding patent in any foreign country, that Assignor will, upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes.

Further, Assignor hereby acknowledges that Assignor's entire beneficial interest in the invention to which the above application relates is irrevocably vested in the Assignee including the right to make applications for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claim, and of any divisional application resulting therefrom.

Further, Assignor covenants that Assignor will at all times communicate to Assignee, its successors, assigns or legal representatives, all facts relating to said invention and Letters Patent, or the history thereof, known to them, and testify as to the same in interferences or other

litigation pertaining to the enforcement or validity of any and all patents relating to said invention when requested so to do.

Further, if this assignment is submitted for recordation at a time other than at the time of filing said patent application, Assignor hereby authorizes the above-mentioned assignee or the attorney of record to insert in this instrument the filing date and serial number of said application after the same shall have been identified by the United States Patent Office:

Serial No.: 29/127,411

Filing Date: 8/4/00

Signed and sealed this 18 day of August, 2000.



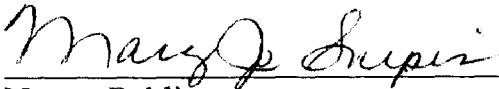
RUDOLPH FISCHER

STATE OF N.C.

COUNTY OF Cabarrus

On this 18th day of August, 2000 before me personally appeared Rudolph Fischer to me known and known to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL]



Notary Public

ASSIGNMENT

ASSIGNMENT made by **RON HINSON** ("Assignor") of 893 Craigmont Lane, Concord, North Carolina 28027 to **S&D COFFEE, INC.**, ("Assignee") a corporation organized under the laws of the State of North Carolina and located and doing business at 300 Concord Parkway South, Concord, North Carolina 28027.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in fulfillment of my pre-existing obligation of assignment, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in a TEA BREW BASKET and the invention therein as set forth in the application for United States Letters Patent therefor, for which I am making or have made application for Letters Patent, and for which I have executed a declaration on the 21 day of Aug, 2000, and in and to said application and any divisions or continuations thereof, and any Letters Patent, obtained for said invention in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues, reexaminations or extensions of any such Letters Patent.

Further, the Commissioner for Patents is hereby authorized and requested to issue Letters Patent for said invention to Assignee, as owner of the entire right, title and interest therein.

Further, said Assignor hereby covenants that Assignor has full right to convey Assignor's entire right, title and interest in said invention, and that Assignor has not executed and will not execute any agreement in conflict herewith.

Further, Assignor covenants that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in said Assignee, to said invention or any Letters Patent that may be granted therefor, and that if Assignee, or its assignee, desires to make a substitute, divisional or continuation application to said invention, or to secure a reissue, reexamination or extension of said Letters Patent, to file a disclaimer relating thereto or an application for a corresponding patent in any foreign country, that Assignor will, upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes.

Further, Assignor hereby acknowledges that Assignor's entire beneficial interest in the invention to which the above application relates is irrevocably vested in the Assignee including the right to make applications for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claim, and of any divisional application resulting therefrom.

Further, Assignor covenants that Assignor will at all times communicate to Assignee, its successors, assigns or legal representatives, all facts relating to said invention and Letters Patent, or the history thereof, known to them, and testify as to the same in interferences or other

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Serial No.: 29/127,411

Filing Date: 8/4/00

Signed and sealed this 21 day of Aug., 2000.

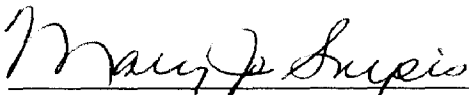


RON HINSON

STATE OF NC

COUNTY OF Catawba

On this 21st day of August, 2000 before me personally appeared Ron Hinson to me known and known to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL] 

Notary Public

ASSIGNMENT

ASSIGNMENT made by **JAMES D. HINSON, JR.** ("Assignor") of 251 Compton Park Road, Statesville, North Carolina 28677 to **S&D COFFEE, INC.**, ("Assignee") a corporation organized under the laws of the State of North Carolina and located and doing business at 300 Concord Parkway South, Concord, North Carolina 28027.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in fulfillment of my pre-existing obligation of assignment, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in a TEA BREW BASKET and the invention therein as set forth in the application for United States Letters Patent therefor, for which I am making or have made application for Letters Patent, and for which I have executed a declaration on the 18th day of August, 2000, and in and to said application and any divisions or continuations thereof, and any Letters Patent, obtained for said invention in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues, reexaminations or extensions of any such Letters Patent.

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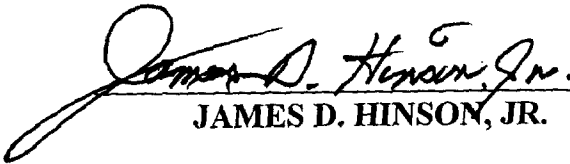
litigation pertaining to the enforcement or validity of any and all patents relating to said invention when requested so to do.

Further, if this assignment is submitted for recordation at a time other than at the time of filing said patent application, Assignor hereby authorizes the above-mentioned assignee or the attorney of record to insert in this instrument the filing date and serial number of said application after the same shall have been identified by the United States Patent Office:

Serial No.: 29/127,411

Filing Date: 8/4/00

Signed and sealed this 18th day of August, 2000.



JAMES D. HINSON, JR.

STATE OF N.C.

COUNTY OF Catawba

On this 18th day of August, 2000 before me personally appeared James D. Hinson, Jr. to me known and known to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL]



Notary Public