

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/01/2008

CONVEYING PARTY DATA

Name	Execution Date
Coffee Equipment Company	04/01/2008

RECEIVING PARTY DATA

Name:	Coffee Equipment Company (a wholly owned subsidiary of Starbucks Corporation)
Street Address:	4622 First Ave NE
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98105

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12718413

CORRESPONDENCE DATA

Fax Number: (206)405-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-405-2000
 Email: efilings@kmob.com
 Correspondent Name: Melanie Seelig / Knobbe Martens
 Address Line 1: 2040 Main Street
 Address Line 2: 14th Floor
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	SBUX1.140C2
NAME OF SUBMITTER:	Melanie Seelig

Total Attachments: 9
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UNITED STATES OF AMERICA

The State of  Washington
Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

COFFEE EQUIPMENT COMPANY

WA Profit Corporation
UBI: 602-382-071
Filing Date: April 1, 2008

Merging Entities:

602-812-773 ARTISAN SUBSIDIARY, INC.



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

ARTICLES OF MERGER
OF
COFFEE EQUIPMENT COMPANY

FILED
SECRETARY OF STATE

APR 01 2008

STATE OF WASHINGTON

Pursuant to Section 23B.11.050 of the Washington Business Corporation Act ("WBCA"), Coffee Equipment Company, a Washington corporation, (the "Surviving Corporation"), submits these Articles of Merger for filing:

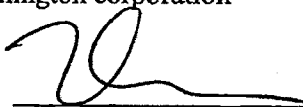
1. The Plan of Merger is attached hereto and made a part hereof as though fully set forth herein. The merger will be effective on the date, and as of the time, these Articles of Merger are filed with the Office of the Secretary of State of the State of Washington.

2. The approval of the sole shareholder of Artisan Subsidiary, Inc., a Washington corporation and the approval of the shareholders of the Surviving Corporation was obtained pursuant to Section 23B.11.030 of the WBCA.

Dated: April 1, 2008.

Coffee Equipment Company,
a Washington corporation

By: _____



Alexander Nosler, President

**PLAN OF MERGER
OF
ARTISAN SUBSIDIARY, INC.
INTO
COFFEE EQUIPMENT COMPANY**

1. The names of the corporations planning to merge are Artisan Subsidiary, Inc., a Washington corporation ("**Buyer Subsidiary**"), and Coffee Equipment Company, a Washington corporation (the "**Company**").

2. Starbucks Corporation, a Washington Corporation ("**Parent**"), Buyer Subsidiary, the Company, and Alexander Nosler (the "**Shareholder Representative**") have entered into an Agreement and Plan of Merger dated as of March 18, 2008, (the "**Merger Agreement**"), which provides for this Plan of Merger;

3. The board of directors of each of Buyer Subsidiary and the Company deems it advisable and in the best interests of such corporation to merge the Buyer Subsidiary with and into the Company, as authorized by the laws of the state of Washington and pursuant to the terms of this Plan of Merger and the Merger Agreement.

4. At the Effective Time (as hereinafter defined), Buyer Subsidiary will merge with and into the Company (the "**Merger**") and as a result of the Merger the separate existence of Buyer Subsidiary will cease and the Company shall continue as the corporation surviving the Merger (the "**Surviving Corporation**").

5. The Merger shall have the effects set forth in Washington Business Corporation Act, as amended (the "**WBCA**"). Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided in the Merger Agreement, all the property, assets, rights, privileges, powers and franchises of the Company and the Buyer Subsidiary shall vest in the Surviving Corporation, and all debts, liabilities, duties and obligations of the Company and the Buyer Subsidiary shall become the debts, liabilities, duties and obligations of the Surviving Corporation.

6. The Articles of Incorporation of the Surviving Corporation shall be amended in their entirety at and as of the Effective Time to read as did the Amended and Restated Articles of Incorporation of the Buyer Subsidiary immediately prior to the Effective Time (except that the name of the Surviving Corporation shall remain unchanged. A form of the Articles of Incorporation of the Surviving Corporation as so amended is attached to this Plan of Merger as **Exhibit A**.

7. The Bylaws of the Surviving Corporation shall be amended in their entirety at and as of the Effective Time to read as did the Bylaws of the Buyer Subsidiary immediately prior to the Effective Time (except that the name of the Surviving Corporation will remain unchanged)..

8. The directors and officers of the Buyer Subsidiary shall become the directors and officers of the Surviving Corporation at and as of the Effective Time (retaining their respective positions and terms of office).

9. At and as of the Effective Time, the following provisions shall apply.

9.1 Definitions.

Closing: the closing of the transactions contemplated by the Merger Agreement.

Closing Date: the second business day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the transactions contemplated by the Merger Agreement (other than conditions with respect to actions the respective parties will take at the Closing itself) or such other date as the parties may mutually determine.

Company Common Stock: the Company's common stock.

Company Promissory Note Payment: the amounts set forth opposite each individual's name on Schedule 2.9(a) to the Merger Agreement.

Company Share: any share of the Company Common Stock.

Company Share Equivalents: all Company Shares outstanding immediately before the Effective Time and all Company Shares issuable upon exercise of Company Stock Options outstanding immediately before the Effective Time.

Company Stock Option: any option to purchase Company Shares issued under the Company's 2006 Equity Incentive Plan.

Company Transaction Fees: all legal, accounting, financial advisory, and other fees incurred by the Company incident to the negotiation, preparation and execution of the Merger Agreement and the other documents executed in connection with the Merger Agreement, and the consummation of the transaction contemplated by the Merger Agreement.

Company Share Equivalents: all the Company Shares outstanding immediately before the Effective Time and all Company Shares issuable upon exercise of Company Stock Options outstanding immediately before the Effective Time.

Effective Time: the time the Company and the Buyer Subsidiary file the Articles of Merger with the Secretary of State of the State of Washington.

Merger Consideration: an amount equal to the Per Share Price in cash (without interest).

Option Consideration: the aggregate exercise price of all Company Stock Options that are outstanding immediately prior to the Effective Time with a per share exercise price less than the Per Share Price as finally determined.

Per Share Price: as of immediately prior to the Effective Time, the amount equal to: (a) \$18,100,000 plus (i) the Option Consideration and less (ii) Company Transaction Fees and less (iii) the aggregate Company Promissory Note Payments, divided by (b) the aggregate number of Company Share Equivalents outstanding immediately prior to the Effective Time.

9.2 Subject to Section 9.7 below, at and as of the Effective Time, (i) each Company Share (other than any Dissenting Share (defined below)) issued and outstanding as of immediately prior to the Effective Time shall be converted into the right to receive from Parent an amount equal to the Merger Consideration; and (ii) each Dissenting Share shall be converted into the right to receive payment from the Surviving Corporation with respect thereto in accordance with the provisions of the WBCA. No Company Share shall be deemed to be outstanding or to have any rights after the Effective Time.

9.3 Each Company Stock Option outstanding immediately prior to the Effective Time will vest in full at and as of the Effective Time and at the Effective Time will be terminated and will instead represent only the right to receive from Surviving Corporation a cash amount equal to the product of (i) that number of Company Shares for which such Company Stock Option is exercisable, multiplied by (ii) the difference of the Per Share Price less the exercise price per share of such Company Stock Option (the "Option Payments"). The Option Payments will be reduced by any applicable payroll, income tax, or other withholding taxes. No Company Stock Options shall be outstanding after the Effective Time.

9.4 At and after the time that the Merger becomes effective, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers of capital stock of the Company thereafter on the records of the Company.

9.5 At and as of the Effective Time, each share of Common Stock of the Buyer Subsidiary shall be converted into one share of Common Stock of the Surviving Corporation.

9.6 Any Company Shares that are issued and outstanding immediately prior to the Effective Time and held by a shareholder who is entitled to dissent from the Merger under Chapter 23B.13 of the WBCA and who has exercised, when and in the manner required by Chapter 23B.13 of the WBCA to the extent so required prior to the Effective Time, such right to dissent and to obtain payment of the fair value of such shares under Chapter 23B.13 of the WBCA in connection with the Merger ("Dissenting Shares") shall not be converted into the right to receive the Merger Consideration unless and until such shareholder shall have effectively withdrawn or lost (through failure to perfect or otherwise) such shareholder's right to obtain payment of the fair value of such shareholder's Dissenting Shares under Chapter 23B.13 of the WBCA, but shall instead be entitled only to such rights with respect to such Dissenting Shares as may be granted to such shareholder under Chapter 23B.13 of the WBCA. From and after the Effective Time, Dissenting Shares shall not be entitled to vote for any purpose or be entitled to the payment of dividends or other distributions (except dividends or other distributions payable to shareholders of record prior to the Effective Time). If any shareholder who holds Dissenting Shares effectively withdraws or loses (through failure to perfect or otherwise) such shareholder's right to obtain payment of the fair value of such shareholder's Dissenting Shares under Chapter 23B.13 of the WBCA, then, as of the later of the Effective Time and the occurrence of such effective withdrawal or loss, such shareholder's Company Shares shall no longer be Dissenting

Shares and, if the occurrence of such effective withdrawal or loss is later than the Effective Time, shall be treated as if they had as of the Effective Time been converted into the right to receive Merger Consideration as set forth above in Section 9.2.

9.7 At Closing, the Parent shall deposit with Wells Fargo Bank, N.A., as Escrow Agent, \$1,810,000 (the "Escrow Amount") in a fund (the "Escrow Fund"), for the purpose of satisfying indemnification claims under the Merger Agreement, which indemnification claims shall be made in accordance with and pursuant to the terms and conditions of the Merger Agreement and an Escrow Agreement to be mutually agreed upon by the Parent, the Company and the Shareholder Representative prior to Closing ("Escrow Agreement"). The Escrow Fund shall be held for a period ending on the date that is 18 months following the Closing Date (the "Escrow Release Date"), except the Escrow Fund, or portions thereof, may be withheld after the Escrow Release Date to satisfy claims for indemnification brought prior to the Escrow Release Date pursuant to the terms of the Merger Agreement and the Escrow Agreement.

9.8 The Parent or Wells Fargo Bank, N.A. (the "Exchange Agent") shall be entitled to deduct and withhold from the Merger Consideration otherwise payable to any holder of Company Shares such amounts as the Parent or the Exchange Agent is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by the Parent or the Exchange Agent, such withheld amounts shall be treated for all purposes of the Merger Agreement as having been paid to the holder of the Company Shares in respect of which such deduction and withholding was made by the Parent or the Exchange Agent.

EXHIBIT A TO PLAN OF MERGER
AMENDED ARTICLES OF INCORPORATION
OF
COFFEE EQUIPMENT COMPANY

Pursuant to RCW 23B.10.070 of the Washington Business Corporation Act, the following Amended Articles of Incorporation of Coffee Equipment Company (the "Articles") are hereby submitted for filing:

FIRST: The name of the corporation (hereinafter called the "corporation") is:

COFFEE EQUIPMENT COMPANY

SECOND: The number of shares which the corporation is authorized to issue is 1,000, all of which shall be Common Stock, \$0.001 par value per share.

THIRD: The street address of the registered office of the corporation in the State of Washington is 6500 Harbour Heights Pkwy, Suite 400, Mukilteo, Washington 98275. The name of the registered agent of the corporation at the said registered office is Corporation Service Company.

FOURTH: Reserved.

FIFTH: The corporation is organized for the purposes of transacting any and all business for which corporations may be incorporated under Title 23B of the Revised Code of Washington, as amended (the "Washington Business Corporation Act"), and to have all of the general powers granted to corporations organized under the Washington Business Corporation Act, whether granted by specific statutory authority or by construction of law.

SIXTH: The period of the corporation's duration is perpetual.

SEVENTH: The corporation shall, to the fullest extent permitted by the provisions of the Washington Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

EIGHTH: The number of directors of the Corporation shall be fixed in the manner specified by the Bylaws of the corporation.

NINTH: Except as otherwise prescribed by the provisions of Section 23B.07.270 of the Washington Business Corporation Act, with respect to any shareholder action for which the vote of at least a two-thirds proportion of all the votes entitled to be cast by any voting group of shareholders of the corporation is otherwise required by the provisions of the Washington Business Corporation Act for the adoption of that action, the vote of at least a majority of all the votes entitled to be cast by such voting group shall be sufficient for the adoption of that action.

TENTH: Any action required or permitted by the provisions of the Washington Business Corporation Act to be taken at a shareholders' meeting may be taken without a meeting or a vote if the action is taken by shareholders holding of record or otherwise entitled to vote in the aggregate not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, to the fullest extent and in the manner authorized by the provisions of Section 23B.07.040 of the Washington Business Corporation Act. If the Washington Business Corporation Act requires that notice of a proposed action be given to nonconsenting shareholders, the corporation shall give such nonconsenting shareholders notice, communicated by any means permitted by the Washington Business Corporation Act, of the proposed action at least twenty-four (24) hours before the action is taken, except to the extent a longer period is required under the Washington Business Corporation Act in which case the notice shall be provided as required under the Washington Business Corporation Act.

ELEVENTH: Shareholders shall not be entitled to cumulate their votes in the election of directors.

TWELFTH: Shareholders shall have no preemptive rights to acquire additional shares of stock or securities convertible into or exchangeable or exercisable for shares of stock issued by the corporation.

THIRTEENTH: A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except for: (a) acts or omissions involving intentional misconduct by the director or a knowing violation of law by the director; (b) conduct violating RCW 23B.08.310 (which involves certain distributions by the corporation); or (c) any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. If the Washington Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Washington Business Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

FOURTEENTH: Any contract or other transaction between the corporation and one or more of its directors, or between the corporation and any corporation, firm, association or other entity of which one or more of its directors are shareholders, members, directors, officers or employees or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors which acts upon or in reference to such contract

or transaction and notwithstanding his or their participation in such action, by voting or otherwise even though his or their presence or vote, or both, might have been necessary to obligate the corporation upon such contract or transaction; provided, that the transaction is fair to the corporation at the time it is authorized, approved, or ratified.

FIFTEENTH: The Board of Directors shall have the power to adopt, amend or repeal the Bylaws of the corporation without shareholder approval, subject to the power of the shareholders to amend or repeal such Bylaws.

SIXTEENTH: The corporation reserves the right to amend, change or repeal any provision of these Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights conferred upon shareholders herein are subject to this reserved power.

* * *