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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

William A. Brandt, Jr.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: COOKIE CLUB, INC.

Internal Address: _____

Street Address: 7301 North Ridgeway

City: Skokie State: IL ZIP: 60076

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designator(s) must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 29, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/429,533
74/711,865
75/386,179

B. Trademark Registration No.(s)

1,396,010
1,380,649

Additional numbers attached? Yes No

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

Name: Irwin C. Alter

Internal Address: ALTER AND WEISS

Street Address: 105 W. Adams
Suite 2700

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-1154

(Attach duplicate copy 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.

Irwin C. Alter
 Name of Person Signing

Irwin C. Alter
 Signature

July 16, 1998
 Date

Total number of pages including cover sheet, attachments, and document 5

TRADEMARK
 07/16/98
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SUPPLEMENTAL ASSIGNMENT NUNC PRO TUNC

THIS SUPPLEMENTAL ASSIGNMENT NUNC PRO TUNC is made on 29th day of June, 1998 as was intended by the parties for the benefit of Cookie Club, Inc., ("Assignee") an Illinois corporation, by William A. Brandt, Jr. ("Assignor") as trustee and assignee under the Trust Agreement and Assignment for the Benefit of Creditors of Intersweet, Inc., dated April 22, 1998 ("Intersweet Trust Agreement").

WHEREAS, it was the intention of the parties in the Assignment of Trademarks dated June 5, 1998, which was made by the Assignor to the Assignee of certain assets and goodwill held in the Intersweet Trust Agreement, to include the trademarks and trade names identified in Exhibit A, including the goodwill symbolized by those assets.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to assign nunc pro tunc the trademarks and trade names identified in Exhibit A as follows:

1. **Incorporation of the Sale Agreement.**

The Sale Agreement and its terms and provisions are hereby incorporated in their entirety into this Assignment. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Agreement.

2. **Assignment of Trademarks.**

Pursuant to his obligations under the Sale Agreement and for other good and valuable consideration, Assignor hereby sells, assigns, transfers and grants to Assignee all of the right, title and interest in and to the identified trademarks and tradenames identified in Exhibit A, without limitation, and all registrations and recordings thereof in the United States Patent and Trademark Office or in any similar office or agency of the United States, or in any similar office or agency of any other country or any political subdivision thereof and the goodwill of Intersweet's business connected with and symbolized by the Trademarks.

3. **Waivers.**

No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Sale Agreement shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4. Severability.

The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

5. Modification.

This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

6. Binding Effect: Benefits.

This Assignment shall be binding upon Assignor and Assignee and their respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

7. Governing Law.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois.

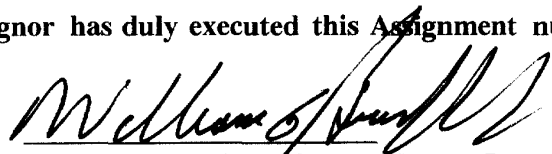
8. Headings.

Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

9. Entire Agreement.

This Supplemental Assignment Nunc Pro Tunc, together with all Exhibits hereto, the Sale of Assets Agreement executed June 5, 1998, and Assignment of Trademarks executed June 5, 1998, constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior written or oral understandings with respect thereto.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment nunc pro tunc in favor of Assignee.



William A. Brandt, Jr., not individually, but solely as Assignee under a Trust Agreement and Assignment for the Benefit of the Creditors of Intersweet, Inc.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing Supplemental Assignment Nunc Pro Tunc was executed before me this 29th day of June, 1998, by William A. Brandt, Jr., personally known to me to be the trustee/assignee under a Trust Agreement and Assignment for the Benefit of the Creditors of Intersweet, Inc., dated April 22, 1998.

Judith A. O'Mara
Notary Public

Cook County, Illinois

My Commission Expires:

7/30/99

Acknowledged this
29th day of June, 1998.



Cookie Club, Inc., an Illinois corporation, Assignee

By: Peter Schwartz

Name: Peter Schwartz

Title: President

Our file 98.159
cookie/ASSIGNMT.1

TRADEMARK
REEL: 1751 FRAME: 0133

EXHIBIT A
(Supplemental Assignment)

1. **Application Serial No. 74/429,533 filed 8/30/93 for the trademark: KRUNCHKIES MARSHMALLOW TREATS and design.**
2. **Application Serial No. 74/711,865 filed 8/7/95 for the trademark: MOTHER'S HELPER KRUNCHKIES KRISPY MARSHMALLOW SNAX.**
3. **Application Serial No. 75/386,179 filed 11/6/97 for the trademark: HEALTH NUT.**
4. **Registration No. 1,396,010 issued 6/3/86 for the trademark: BIG CHEEZ.**
5. **Registration No. 1,380,649 issued 1/28/86 for the trademark: INTERSWEET.**
6. **The right to use the word "INTERWEET" and/or "INTERWEET, INC." as a d/b/a.**
7. **The right to use the mark "TANGO CHARLEY"**
8. **The right to use "KRUNCHKIES" and "KING KRUNCHKIES" as well as the right to use same with different designs and words previously used by assignee's predecessor Intersweet, Inc.**

cookie\assignmt.1

LAW OFFICES OF
ALTER AND WEISS

PATENTS, TRADEMARKS & COPYRIGHTS

IRWIN C. ALTER

105 W. ADAMS STREET
CHICAGO, ILLINOIS 60603
TELEPHONE (312) 337-2100

Express Mail No. EM477877285US

July 16, 1998

Hon. Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Trademark Assignment for Recording
Our File No. 97,175

Dear Sir:

Enclosed herewith is an original executed Supplemental Assignment Nunc Pro Tunc of trademark registrations and applications from William A. Brandt, Jr., an individual, to Cookie Club, Inc., an Illinois corporation, along with the recordation cover sheet, for recording against the registrations therein.

A check in the amount of \$140.00 to cover the recording fee for the assignment of ten trademark registrations is enclosed to cover the fee. Please also index the Assignment against the registrations listed.

Please charge any additional fees to our Deposit Account No. 01-1154. Please return the recorded Assignment to the undersigned.

The Patent and Trademark Office mailroom stamp on the enclosed postcard will acknowledge receipt of the enclosures.

Very truly yours,

ALTER AND WEISS


Irwin C. Alter

ICA:bj
1Encs.
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RECORDED: 07/17/1998

TRADEMARK
REEL: 1751 FRAME: 0135