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07-21-1998

FORM PTO-1504  
Rev. 1-92  
OMB No. 0651-0011 (exp. 4/94)

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SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

2 Name and address of receiving party(ies)

Name COOKIE CLUB, INC.

Internal Address JUL 17

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

(Designations 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 5, 1998

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

A Trademark Application No.(s)

B Trademark Registration No.(s)

1,716,153; 1,680,518; 1,285,439;  
1,646,198; 1,602,631; 1,563,621;  
1,471,518; 1,452,404; 1,314,884;  
1,474,371

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: 10

7 Total fee (37 CFR 3.41) \$ 265.00

- 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 documents: 01-1154

REEL: 1751 FR FRAME: 0143

07/20/1998 JUNITK185 00000124 175153 40.00 265.00

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") in favor of Cookie Club, Inc., an Illinois corporation ("Assignee"), is made as of the 5<sup>th</sup> day of June, 1998, by William A. Brandt, Jr. ("Assignor"), not individually, but solely as trustee and assignee under the Trust Agreement and Assignment for the Benefit of the Creditors of Intersweet, Inc., dated April 22, 1998 (the "Trust Agreement").

WHEREAS, pursuant to the Trust Agreement, the "Intersweet Trust" was created to provide for the orderly liquidation of the assets and property of Intersweet, Inc. ("Intersweet"), an Illinois corporation, having an office located at 7301 North Ridgeway, Skokie, Illinois, 60076, and Assignor was appointed trustee and assignee to carry out the purpose of the Intersweet Trust; and

WHEREAS, pursuant to the Trust Agreement, Intersweet transferred to Assignor its right, title and interest in and to those trademarks owned by Intersweet; and

WHEREAS, Assignor and Assignee are party to a certain Sale of Assets Agreement dated as of June 5, 1998 (the "Sale Agreement"), which provides for the transfer by Assignor to Assignee of certain of the assets held in the Intersweet Trust, including trademarks and tradenames.

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 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 all trademarks, tradenames, trade styles, designs and general intangibles of a like nature of Intersweet, including, without limitation, those trademarks listed on Exhibit A, 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 (collectively, the "Trademarks") 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 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.

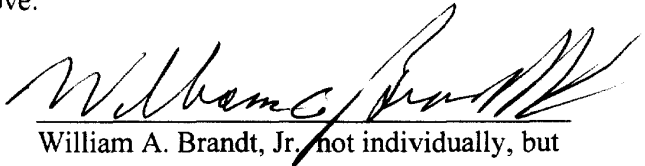
6. Binding Effect: Benefits. This Assignment shall be binding upon Assignor and Assignee and their respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

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 Assignment, together with all Exhibits hereto and the Sale Agreement executed in connection herewith, 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 in favor of Assignee as of the date first written above.



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)        SS

The foregoing Assignment of Trademarks was executed before me this 5<sup>th</sup> 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.

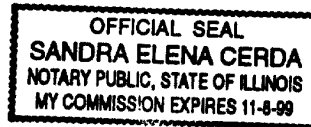
(SEAL)

Sandra Elena Cerda  
Notary Public

Cook County, Illinois

My Commission Expires:

11/8/99



Acknowledged this  
5 day of June, 1998.

Cookie Club, Inc., an Illinois corporation, Assignee

By: Stanley Weiss  
Name:  
Title: chairman

**EXHIBIT A**  
**UNITED STATES TRADEMARKS ISSUED**

<u>Trademark Registration Number</u>	<u>Mark</u>	<u>Date Issued</u>
1,716,153	Health Nut	09/15/92
1,680,518	Light Wheat and Creme Wafers	03/24/92
1,285,439	Lunch Box Buddies	07/10/84
1,646,198	Milk 'N Cookies	05/28/91
1,602,631	Nature's Wafers	06/19/90
1,563,621	Old Fashioned Creme Wafers	10/31/89
1,471,548	P. B. Jelly	01/05/88
1,452,404	Skyscrapers	08/11/87
1,314,884	Tweekies	01/15/85
1,474,371	Wafkies	01/26/88