

TRADEMARK ONLY



Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached

100845344

1. Name of conveying party(ies):

FIRST UNION NATIONAL BANK, AS SUCCESSOR BY MERGER TO CORESTATES BANK, N.A.

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

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

2. Name and address of receiving party(ies)

Name: SIMCO SALES SERVICE OF PENNSYLVANIA, INC

Internal Address:

Street Address: 3100 Marwin Avenue

City: Bensalem State: PA ZIP: 19020

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Pennsylvania, 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, Merger, Security Agreement, Change of Name, Other

Execution Date: August 20, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: KELLEY DRYE & WARREN, LLP Internal Address: MS. MARIEE PILKINGTON LEGAL ASSISTANT

Street Address: 101 PARK AVENUE

City: NEW YORK State: NY ZIP: 10178

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

10/06/1998 SSHITH 00000019 2050282

DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 FC:482 250.00 OP

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.

LORI POTTS

Name of Person Signing

Signature

Signature

9/25/98

Date

4

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

SCHEDULE A

REGISTERED TRADEMARKS

<u>Reg. No.</u>	<u>Mark</u>	<u>Date Issued</u>
2,050,282	CHOCOLATE DUNK	4/8/97
2,023,220	POP CULTURE	12/17/96
2,018,865	CHUNKSTER	11/26/96
1,864,351	NIRVANA FLAV-O-RAMA	11/22/94
1,848,313	ROLLING MEADOW	8/2/94
1,805,472	MICKEY'S FINEST	11/16/93
1,764,749	MEGAWICH	4/13/93
1,355,681	CHOCO TACO [and Design]	8/20/85
1,304,008	CHOCO-O-TACO	11/6/84
1,283,750	JACK & JILL ICE CREAM [and Design]	6/26/84
1,099,739	JACK & JILL	8/15/78

ASSIGNMENT OF TRADEMARKS

WHEREAS, on or about February 21, 1992, **SIMCO SALES SERVICES OF PENNSYLVANIA, INC.**, a Pennsylvania corporation with offices at 3100 Marwin Avenue, Bensalem, Pennsylvania 19020 ("Assignee"), executed a certain Memorandum of Security Agreement in favor of CoreStates Bank, N.A., a national bank with offices at 4th Floor, 1339 Chestnut Street, Philadelphia, Pennsylvania 19107 (the "Secured Creditor"), pursuant to which Assignee granted to the Secured Creditor a security interest in certain trademarks owned by Assignee, together with the goodwill of the business associated therewith, which Memorandum of Security Agreement is recorded with the U.S. Patent and Trademark Office at Reel/Frame 0862/0566 (the "Security Agreement"); and

WHEREAS, on May 9, 1996, Assignee entered into a certain Collateral Assignment of Patents and Trademarks with the Secured Creditor, pursuant to which all of Assignee's rights in certain trademarks owned by Assignee, together with the goodwill of the business associated therewith, were assigned and transferred to the Secured Creditor, which Collateral Assignment of Patents and Trademarks is recorded with the U.S. Patent and Trademark Office at Reel/Frame 1521/0950 (the "Assignment");

WHEREAS, in connection with the repayment of all sums owed by Assignee to the Secured Creditor, the Secured Creditor has agreed to assign and transfer back to Assignee all of the Secured Creditor's rights in and to, and to release all of the Secured Creditors claims in or to, such trademarks, together with the goodwill of the business associated therewith, and all other rights granted to the Secured Creditor under either or both of the Security Agreement and the Assignment.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the **SECURED CREDITOR**, for itself and its successors and assigns, hereby assigns and transfers to **ASSIGNEE**, its successors and assigns (collectively, "Assignee"), all of the Secured Creditor's right, title and interest in and to, and releases any claim that it may have in or to, all trademarks, trademark applications, service marks, trade names and logos included in or subject to either or both of the Security Agreement or the Assignment, including without limitation the trademarks set forth on Schedule A attached hereto and made a part hereof, together with the goodwill of the business associated therewith, as well as all other rights granted to the Secured Creditor under either or both of the Security Agreement and the Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer as of this 20 day of August, 1998.

**FIRST UNION NATIONAL BANK,
as successor by merger to
CoreStates Bank, N.A.**

By: James A. Kelly, VP
Name: JAMES A. KELLY
Title: VICE President

COMMONWEALTH OF PENNSYLVANIA :
 :
 COUNTY OF PHILADELPHIA : SS.
 :

On the 20th day of August, 1998, before me, a notary public, in and for the Commonwealth and County aforesaid, personally appeared James A. Kelly, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the V.P. of **FIRST UNION NATIONAL BANK**, as **successor by merger to CoreStates Bank, N.A.**, the corporation that executed the foregoing instrument; that he executed said instrument on behalf of said corporation; and that he was duly authorized to do so, **FIRST UNION NATIONAL BANK, as successor by merger to CoreStates Bank, N.A.**, intending to be legally bound thereby and intending that said instrument be properly recorded.

Patricia E. Halberstadt
 NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL
 Patricia E. Halberstadt, Notary Public
 City of Philadelphia, Phila. County
 My Commission Expires Dec. 30, 2000