

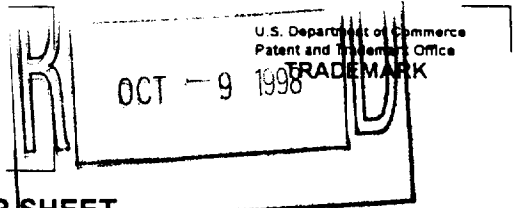
MRD 10-9-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-29-1998



100862311



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # 1702 Frame # 0517

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
1 23 98

Conveying Party

Mark if additional names of conveying parties attached

Name The Quaker Oats Company Execution Date
Month Day Year
1 23 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New Jersey

Receiving Party

Mark if additional names of receiving parties attached

Name Maplehurst Bagels, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 50 Maplehurst Drive

Address (line 2) _____

Address (line 3) Brownsburg Indiana 46112
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Indiana

10/28/1998 TTUH11 00000115 012300 1744710
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1805 FRAME: 0298

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

202 857 6000

Name

Michael A. Grow

Address (line 1)

Arent Fox Kintner Plotkin & Kahn, PLLC

Address (line 2)

1050 Connecticut Avenue, NW

Address (line 3)

Washington, DC 20036

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,744,710

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

01-2300

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

E.T. Henry/Sr. Legal Assistant

Signature

October 7, 1998

Date Signed

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT, dated as of January 23, 1998 (the "Assignment"), is made by THE QUAKER OATS COMPANY, a New Jersey corporation ("Assignor") to MAPLEHURST BAGELS, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, and Arnie's Bagelicious Bagels, Inc., a Delaware corporation, are parties to a certain Asset Purchase and Sale Agreement dated as of December 12, 1997 (the "Purchase Agreement");

WHEREAS, Assignor has adopted, and is using those United States trademarks set forth on Exhibit A to this Assignment (the "Trademarks");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademarks (and all extensions and renewals of the registrations thereof) and the goodwill associated with the Trademarks, but in no event including any Excluded Assets; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Trademarks (and all registrations, extensions and renewals of the registrations thereof) and the goodwill associated with the use of and symbolized by the Trademarks. Further, Assignor hereby assigns, transfers and sets over unto Assignee Assignor's rights, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademarks.

EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, AND SUBJECT TO THE LIMITATIONS THEREIN, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.

EXHIBIT A

<u>Trademark</u>	<u>Registration Number</u>	<u>Application or Registration Date</u>
Petrofsky's	1744710	January 5, 1993