

02-23-1999

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

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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2.19.99

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 # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other Liquidation
- Effective Date  
Month Day Year  
12311998

Conveying Party

Mark if additional names of conveying parties attached

Name Scotch Maid, Inc. Execution Date  
Month Day Year  
12221998

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Sara Lee Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 470 Hanes Mill Road

Address (line 2) Law Department

Address (line 3) Winston-Salem NC 27105  
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 Maryland

02/22/1999 SBURNS 00000060 190142 1610628

FOR OFFICE USE ONLY

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

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: 1858 FRAME: 0399

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

**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)

**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: #

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.

Joan Brinson Dressler

*Joan Brinson Dressler*

2/16/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

**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)

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CONSENT OF  
SOLE STOCKHOLDER OF  
SCOTCHMAID, INC.

The undersigned, being the sole stockholder of Scotchmaid, Inc., a Delaware corporation (the "Corporation"), hereby adopts the following resolutions by written consent pursuant to Section 228 of the Delaware General Corporation Law in lieu of holding a special meeting of the Sole Stockholder of the Corporation:

RESOLVED, that the Corporation be liquidated and dissolved and that all its corporate rights, franchises and privileges of whatsoever kind or nature which it may have acquired be surrendered and cancelled in accordance with the laws of the State of Delaware; and

FURTHER RESOLVED, that a Plan of Complete Liquidation, dated as of December 31, 1998, (the "Plan") as set forth in Exhibit "A" to these minutes be and it hereby is adopted; and

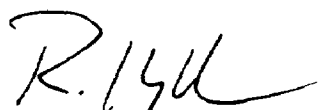
FURTHER RESOLVED, that the President or any Vice President and the Secretary or any Assistant Secretary (collectively the "Officers") of the Corporation be, and each of them hereby is, authorized in the name and on behalf of the Corporation to cause to be executed a certificate of dissolution (the "Certificate") containing such provisions as the Officer or Officers executing or directing the execution thereof shall deem necessary or advisable to carry out the purposes of the preceding resolutions, and to cause the Certificate to be filed in the Office of the Secretary of State of the State of Delaware; the execution and filing of the Certificate by or at the direction of any of the Officers conclusively to evidence the due authorization and approval thereof by the sole stockholder of the Corporation; and

FURTHER RESOLVED, that the Officers of the Corporation be, and each of them hereby is, authorized in the name and on behalf of the Corporation to take (or cause to be taken) any action, and to execute and deliver (or cause to be executed and delivered) any instrument, certificate, receipt, consent, waiver, instruction, agreement, power of attorney, guarantee, or other document deemed necessary or desirable in order to carry out and effect the liquidation and dissolution of the Corporation in accordance with the Plan; the taking or direction of any such action and the execution and delivery of such document (or the direction thereof) conclusively to evidence the due authorization and approval thereof by the sole stockholder of the Corporation; and

FURTHER RESOLVED, that all actions heretofore taken by any director, officer or employee of the Corporation in connection with the liquidation and dissolution of the Corporation with and into Sara Lee Corporation be, and they hereby are, ratified, confirmed and approved in all respects.

Dated: December 22, 1998

SARA LEE CORPORATION

By:   
R. Henry Kleeman, Assistant Secretary

## EXHIBIT A

### PLAN OF COMPLETE LIQUIDATION OF SCOTCHMAID, INC.

1. The Plan is that Scotchmaid, Inc., a Delaware corporation (herein called the "Company"), completely cease to do any further business and to carry on any further transactions at the close of business on December 31, 1998, and that the Company will, within the meaning of Section 332 of the Internal Revenue Code of 1986, completely liquidate by distributing, conveying and transferring on December 31, 1998 all of the Company's business, property, assets, contracts and rights, subject to its liabilities and commitments to Sara Lee Corporation, a Maryland corporation, the Company's sole stockholder, in exchange for and in complete redemption and cancellation of all the Company's issued and outstanding shares of stock.

2. Sara Lee Corporation agrees and undertakes to assume and to satisfy and discharge, out of the current assets received from the Company, or the proceeds thereof, all of the unsatisfied liabilities of the Company existing on December 31, 1998, or thereafter arising, and to assume, satisfy and fully perform all of the unsatisfied commitments and undertakings of the Company in Sara Lee Corporation's own name or in the name of the Company.

3. Following the conveyance and assignment by the Company of its business and assets to Sara Lee Corporation as above provided, the Company shall voluntarily dissolve and surrender its charter as soon as the same can reasonably be effected.

4. Upon the conveyance and assignment by the Company of its business and assets to Sara Lee Corporation as above provided, Sara Lee Corporation shall thereupon surrender to the Company for retirement and cancellation all shares of stock of the Company and the certificates representing the same.

ASSIGNMENT AND ASSUMPTION OF LIABILITIES

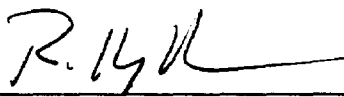
ASSIGNMENT AND ASSUMPTION OF LIABILITIES dated as of December 31, 1998 from Scotchmaid, Inc., a Delaware corporation (hereinafter referred to as "Assignor") to Sara Lee Corporation, a Maryland corporation (hereinafter referred to as the "Assignee").

THIS ASSIGNMENT AND ASSUMPTION OF LIABILITIES WITNESSETH that due to the liquidating dividend of its assets by Assignor to Assignee, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee as of the close of business on the date hereof all the properties and assets of Assignor, both real and personal, tangible and intangible, of every kind and nature, and wherever located.


Assignee hereby assumes all the liabilities and obligations, including obligations under executory contracts and assigned leases, of Assignor existing on the date hereof. Upon the execution of this agreement, Assignee agrees and undertakes to assume and to satisfy and discharge, out of the current assets received from Assignor, or the proceeds thereof, all of the unsatisfied liabilities of Assignor existing at the close of business on December 31, 1998, or thereafter arising, and to assume, satisfy and fully perform all of the unsatisfied commitments and undertakings of the company in Assignee's own name or in the name of the company.

IN WITNESS WHEREOF, Assignor and Assignee have caused this ASSIGNMENT AND ASSUMPTION OF LIABILITIES to be signed in their respective corporate names by duly authorized officers, the day and year first above written.

SARA LEE CORPORATION

By:   
R. Henry Kleeman, Assistant Secretary

SCOTCHMAID, INC.

By:   
R. Henry Kleeman, Vice President