

07-26-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUL 6 1999

original documents or copy thereof

To the Honorable Commissioner of

1. Name of conveying party(ies):

Mrs. Dunster's Donuts Inc.

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

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

3. Nature of conveyance:

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

Execution Date: November 19, 1993

2. Name and address of receiving party(ies):

Name: Federal Business Development Bank

Street Address: 570 Queen Street

City: Fredericton State: New Brunswick, Canada ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- X Corporation -
- 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

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

A. Trademark Application No.(s):

B. Trademark No.(s):

1,826,507

Additional numbers attached? Yes X No

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

Name: D. Michael Bean

Internal Address: GOWLING, STRATHY & HENDERSON

Street Address: 50 Queen Street North
Suite 1020
Kitchener, Ontario
Canada N2H 6M2

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3:41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-1750

07/23/1999 INQUIRY 00000234 071750 1826507

DO NOT USE THIS SPACE

01 RC:481 40.00 CH

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.

D. Michael Bean
Name of Person Signing

Signature

Date

June 30, 1999

Total number of pages comprising cover sheet: 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**REVOCATION OF POWER OF ATTORNEY AND
APPOINTMENT OF NEW POWER OF ATTORNEY**

Trademark:	MRS. DUNSTER'S
Registration No.:	1,826,507
Owner:	Mrs. Dunster's (1996) Inc.
Issue Date:	March 15, 1994

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513
USA

Dear Sir:

The Registrant hereby revokes all previous appointments and hereby appoints

D. MICHAEL BEAN
ARNE I. FORS, Registration No. 20,775
D. DOAK HORNE, Registration No. 33,105
ROBERT P. STRATTON, Registration No. 35,765

c/o Gowling, Strathy & Henderson, Suite 1020, 50 Queen Street North, Kitchener, Ontario, N2H 6M2, Canada, as its attorneys, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection with this Registration.

DOMESTIC REPRESENTATIVE

Applicant hereby revokes all previous appointments and hereby appoints Tricia T. Semmelheck, c/o Hodgson, Russ, Andrews, Woods & Goodyear, 1800 One M&T Plaza, Buffalo, New York, 14203 U.S.A., as its domestic representative upon whom notices or processes in proceedings affecting the mark may be served.

EXECUTED at Sussex, New Brunswick this 30th day of June, 1998.

MRS. DUNSTER'S (1996) INC.

Per: 

Name: DEREK ROBERTS

Title: GENERAL MANAGER & CEO

ASSIGNMENT OF TRADE-MARK

THIS ASSIGNMENT OF TRADE-MARK effective the 26th day of September, 1996.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA, formerly known as Federal Business Development Bank, a body corporate (the "Assignor")

and

MRS. DUNSTER'S (1996) INC., formerly known as Dairy Kreme De-Lite (1995) Inc., a body corporate (the "Assignee")

WHEREAS "Mrs. Dunster's" is a registered trade-mark, registered in the United States of America under number 1,826,507 in accordance with the laws of the United States of America on the 15th day of March, 1994 (the "Trade-mark");

AND WHEREAS the original registrant of the Trade-mark was Mrs. Dunster's Donuts Inc.;

AND WHEREAS Mrs. Dunster's Donuts Inc. has granted a Debenture, dated November 19, 1993 to the Assignor;

AND WHEREAS pursuant to Schedule F, clause (a) of the said Debenture, all intellectual property, including, without limitation, the Trade-mark and all other trade-marks, patents, and copyrights of Mrs. Dunster's Donuts Inc. (the "Intellectual Property"), have been assigned to the Assignor;

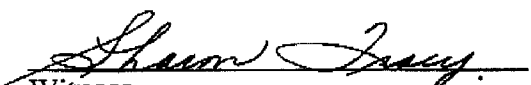
WITNESSETH that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

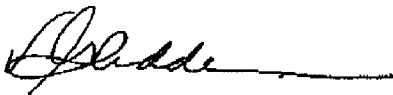
THE ASSIGNOR did assign and hereby assigns to the Assignee all its right, title and interest and goodwill in the Intellectual Property, including the Trade-mark, to have and to hold forever.

IN WITNESS WHEREOF Business Development Bank of Canada has executed this Assignment by its Attorney, duly authorized and empowered in that behalf as at the day, month and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

BUSINESS DEVELOPMENT
BANK OF CANADA


Witness)


Per: Vilma Glidden, Manager,
Its Attorney

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

I, SHARON TRACY, of the City of Fredericton, in the Province of New Brunswick, make oath and say:

- 1. I am employed as a Office Administrative Assistant at the Business Development Bank of Canada, named in the foregoing instrument, and as such have personal knowledge of the matters deposed to herein.
- 2. I was personally present and did see the foregoing instrument duly signed by Vilma Glidden, Manager, as Attorney for the said Business Development Bank of Canada.
- 3. I am a subscribing witness to the said instrument.

SWORN TO at the City of Fredericton in)
the County of York, in the Province of New)
Brunswick, this 28 day of May, 1999.)

Walter M. L.)
Commissioner of Oaths)
in and for the Province of New Brunswick)

Sharon Tracy

Form A56 DEBENTURE

3691381667428 Nov. 19/93

Form A56 DEBENTURE

Standard Forms of Conveyances Act, S.N.B. 1980, c.S- 12.2, s.2

The parties to this debenture are:

MRS. DUNSTER'S DONUTS INC.

incorporated under the laws of New Brunswick maintaining an office at 374 Main Street, Fredericton, New Brunswick, the "corporation"

and

Federal Business Development Bank, incorporated by Act of Parliament, having its head office at the City of Montreal, in the Province of Quebec and having a branch office at 570 Queen Street, Fredericton, New Brunswick, the lender

The recitals, affidavits, statutory declarations or other documents attached hereto as Schedule "D" form part of this debenture.

For value received, the corporation promises to pay to or to the order of the lender the principal sum and interest as hereafter set out.

Principal Sum: \$150,000.00

Interest Rate: As set out in schedule "G" of this debenture.

How Interest Calculated: As set out in schedule "G" of this debenture.

Place of Payment: As set out in schedule "G" of this debenture.

Payments on Principal Sum: As set out in schedule "G" of this debenture.

Payments on Interest: As set out in schedule "G" of this debenture.

As security for the payment of all money payable hereunder and the performance of the covenants and conditions herein contained, the corporation grants, mortgages and charges, as applicable, to and in favour of the lender:

- (a) as and by way of a fixed and specific mortgage and charge the lands and premises described in Schedule "A";
(b) as and by way of a fixed and specific mortgage and charge all lands and premises now or hereafter owned or acquired by the corporation;
(c) as and by way of a fixed and specific mortgage and charge the personal property described in Schedule "E";
(d) as and by way of a fixed and specific mortgage and charge all equipment, machinery, vehicles and other tangible personal property now or hereafter owned or acquired by the corporation;
(f) in accordance with Schedule "F".

This debenture contains the covenants and conditions which are set out in Schedule "C" attached hereto

Dated on November 19, 1993

IN WITNESS WHEREOF the corporation has executed this debenture.

MRS. DUNSTER'S DONUTS INC.
Per: [Signature] President
Per: [Signature] Secretary

Apr 25 1996

Schedule "F"

As security for the payment of all money payable hereunder and the performance of the covenants and conditions contained in this debenture, the corporation:

(a) absolutely assigns and sets over to the bank all intellectual property (including patents, copyrights and trademarks) now or hereafter owned or acquired by the corporation and all debts and obligations now or hereafter owed to the corporation and all security held by the corporation for those debts and obligations to the extent that such security is not otherwise validly and effectively mortgaged, charged or assigned pursuant to this debenture; and

(b) grants to the bank, as and by way of a floating charge, all of the corporation's undertaking, goodwill and property of any kind (including real, immovable, personal, moveable, intangible or chose in action), both present and future, other than such as is and continues to be otherwise validly and effectively mortgaged or charged pursuant to this debenture.