

08-27-1999

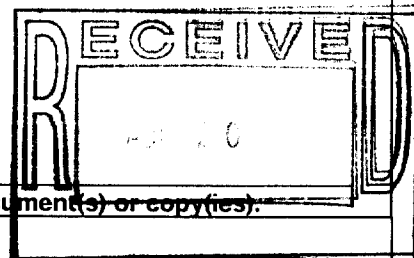
U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101128769

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

8.20.99



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**

Effective Date
Month Day Year
052599

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
052599

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☐ **Other**
- ☐ **Citizenship/State of Incorporation/Organization**

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)

MA

State/Country

02139

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 Assignment.)

08/27/1999 INCDATES 00000052 2193741

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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

REEL: 001949 FRAME: 0468

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

(617) 951-8439

Name

Matthew J. Cushing

Address (line 1)

Bingham Dana LLP

Address (line 2)

150 Federal Street

Address (line 3)

Boston, MA 02110-1726

Address (line 4)

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

#

17

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)**

2,193,741	1,001,117	

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

Matthew J. Cushing

Name of Person Signing



Signature

August 19, 1999

Date Signed

**TERMINATION AND RELEASE OF SECURITY INTERESTS
IN CERTAIN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS ("Release"), dated as of May 25, 1999, by S&T BANK (the "Bank").

WHEREAS, DMA Acquisition Corp. II, a Delaware corporation ("DMA"), is purchasing certain of the assets of Clark Bar America, Inc., a Pennsylvania corporation (the "Seller"), pursuant to an Order of Court of the United States Bankruptcy Court for the Western District of Pennsylvania dated May 11, 1999 and entered on May 12, 1999 (Bankruptcy No. 99-21608-JKF) (the "Order"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Seller had granted to the Bank a security interest in and lien on, its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Exhibit B attached hereto) (such trademarks and registration, together with the goodwill associated therewith, collectively referred to herein as the "Named Trademarks"); and

WHEREAS, pursuant to the Order the Bank's security interest and all of its right, title and interest in all of the Named Trademarks was divested,* and the Bank agrees to terminate and release such security interest and all of its right, title and interest in all of the Named Trademarks as herein provided;
*(and attached to the proceeds of the sale subject to the Order)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Bank and the Company hereby agree as follows:

1. **Release and Assignment.** The Bank hereby terminates and releases its security interest in and lien on all of the Named Trademarks, and the Bank hereby assigns and transfers to DMA, without recourse, all of the Bank's right, title and interest in and to all of the Named Trademarks, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** Each of DMA and the Seller hereby acknowledges and accepts the foregoing release and assignment by the Agent.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Bank, DMA and the Seller have executed this Release, to take effect as of the date first set forth above.

S&T BANK

By: Michelle Petrovsky, V.P.
Name: Michelle Petrovsky
Title: Vice President

Accepted:
DMA ACQUISITION CORP. II

By: Dominic M. Antonellis
Name: Dominic M. Antonellis
Title: President

Accepted:
CLARK BAR AMERICA INC.

By: Armen S. Frankel
Name: Armen S. Frankel
Title: CEO

{11092.01/225186:}

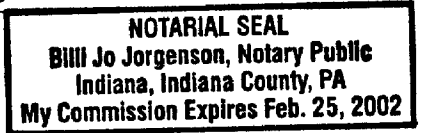
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Indiana

)
)ss.
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25th day of May 1999 personally appeared Michelle Petrovsky to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of **S&T BANK** and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity.

Billi Jo Jorgenson
Notary Public
My Commission Expires:



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Massachusetts
COUNTY OF Middlesex

)
)ss.
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25th day of May, 1999, personally appeared Domenic Antorelli to me known personally, and who, being by me duly sworn, deposes and says that he is the President of **DMA ACQUISITION CORP. II**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

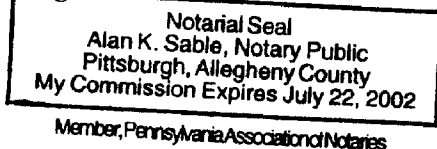
Richard Paul Sperry
Notary Public
My Commission Expires: 9-3-01

CERTIFICATE OF ACKNOWLEDGMENT

~~COMMONWEALTH~~
STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

)
)ss.
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25th day of May, 1999, personally appeared Archie Strimel to me known personally, and who, being by me duly sworn, deposes and says that he is the CEO of **CLARK BAR AMERICA, INC.** and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Alan K. Sable
Notary Public
My Commission Expires: _____

Exhibit A

See Attached

#134
File

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE)
CLARK BAR AMERICA, INC.,)
Debtor)
*****)
CLARK BAR AMERICA, INC.,)
Movant)
v.)
S&T BANK, SMALL BUSINESS)
ADMINISTRATION, REDEVELOPMENT)
AUTHORITY OF ALLEGHENY COUNTY,)
PITTSBURGH COUNTYWIDE)
CORPORATION, INC., SOUTHWESTERN PA)
REGIONAL DEVELOPMENT COUNCIL - PA)
CAPITAL LOAN FUND, SOUTHWESTERN)
PA REGIONAL DEVELOPMENT COUNCIL -)
APPALACHIAN REGIONAL COMMISSION,)
PENNSYLVANIA DEPT. OF COMMERCE -)
MACHINERY AND EQUIPMENT LOAN)
FUND, REGIONAL INDUSTRIAL)
DEVELOPMENT CORPORATION, INTERNAL)
REVENUE SERVICE, COMMONWEALTH OF)
PENNSYLVANIA - DEPARTMENT OF)
REVENUE, COMMONWEALTH OF)
PENNSYLVANIA - DEPARTMENT OF)
LABOR AND INDUSTRY.)
Respondents.)

) Bankruptcy No.: 99-21608-JKF
)
) Chapter 11
)
) Motion No. RGS-8
)
) Filed under Local Bankruptcy
) Rule 9013.4 ¶ (6)(b)(3)

MOE

In The United States Bankruptcy Court For The Western District of Pennsylvania I, the undersigned Deputy Clerk, U.S. Bankruptcy Court in and for said District, DO HEREBY CERTIFY that this copy has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

IN TESTIMONY WHEREOF I have hereunto set my hand at Pittsburgh in said District, this 24th day of May, 1999.

C. L. [Signature]
Deputy Clerk, U.S. Bankruptcy Court

ORDER OF COURT

AND NOW, this 11 day of May, 1999, upon due consideration of the foregoing Motion for Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims and Encumbrances, Pursuant to Section 363 and 1107 of the Bankruptcy Code (the "Motion"), filed by Clark Bar America, Inc. ("Debtor"), and a

{11092.01/222643.}

hearing having been held by this Court on May 11, 1999, to consider the sale of the "Assets" (as described in the Asset Purchase Agreement, as defined below), and all parties in interest having had an opportunity to be heard, the Court having heard testimony and received evidence in support of the approval of the sale of Assets; and upon such testimony, the Sale Motion, all prior proceedings held in the Debtor's case, the arguments of counsel and the records of hearings on the motions held before this Court; the Court, in addition to the findings of fact set forth on the record at the hearing, which findings are incorporated herein by reference, the Court hereby finds:

The Court has jurisdiction to hear and determine the Motion to Sell pursuant to 28 U.S.C. §§157 and 1334 and Local Bankruptcy Rule 6004.1; venue of this proceeding in this district being proper pursuant to 28 U.S.C. §1409(a); the Motion to Sell constitutes a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A) and (N); the statutory predicates for the relief requested herein being Section 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006; and after due deliberation and sufficient cause appearing therefore; the Court hereby finds, in addition to the findings of fact and conclusions of law set forth in the record at the hearings, which shall be incorporated herein by reference as follows:

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall later be determined to be a conclusion of law it shall be so deemed, and vice versa.

2. The matters considered by the Court at the hearing were "core" proceedings pursuant to 28 U.S.C. §157(b)(2) over which the Court has jurisdiction to enter a final order.

3. Notice of the hearing on the Motion was given to the creditors and parties-in-interest by the Debtor and served upon all creditors and parties-in-interest shown by the certificate of service duly filed, and a reasonable opportunity to object or be heard regarding the request for relief has been afforded to all interested persons and entities, including, without limitation, (a) all parties who claim an interest or liens upon the Assets; and (b) all governmental taxing authorities who have, or as a result of the sale of Assets may have, claims, contingent or otherwise, against the Debtor.

4. Notice of Publication ^{will be} ~~has been~~ made as evidenced by the Proof of Publication ^{to be} ~~duly~~ filed.

5. The foregoing notice provisions were due, sufficient, adequate and appropriate under the circumstances and satisfied the requirements of all applicable laws, including, without limitation, the Bankruptcy Code, the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules and the Due Process Clause of the United States Constitution.

6. At the hearing on the Motion several bidders introduced counteroffers for the Debtor's assets and an auction sale was conducted under the auspices of this Court.

7. As a result of the auction sale, this Court determined that DMA Acquisition Corp. II, a Delaware corporation ("DMA") has submitted the highest and best

offer, all pursuant to a certain Asset Purchase Agreement dated May 11, 1999, as revised in open court (the "Asset Purchase Agreement").

8. The Debtor is the owner of the assets more particularly described in the foregoing Motion and Asset Purchase Agreement, and said assets are property of the Debtor's Estate pursuant to 11 U.S.C. §541.

9. The Debtor has (a) full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby and the sale of the Assets has been duly and validly authorized by all necessary corporate actions of the Debtor; and (b) all the corporate power and authority necessary to consummate the transaction contemplated by the Asset Purchase Agreement, and no consents or approvals, other than expressly provided in the Asset Purchase Agreement are required for the Debtor to consummate such transactions.

10. The sale of the Assets is one in good faith in accordance with In re Abbott's Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir. 1986). DMA is a good faith purchaser pursuant to 11 U.S.C. §363(m).

11. Cause exists for the sale of substantially all of the assets of the Debtor's Estate without confirmation of a Chapter 11 Plan, and its attendant procedures because the delay inherent in the Plan confirmation process would cause the Debtor, due to its cash flow position, to cease operations and result in the loss or elimination of the Debtor's going concern value, and in the event the Facility were closed, leave the Debtor without sufficient cash to protect and preserve assets of the Estate. The Debtor has satisfied the standards of In re Lionel Corp., 722 F.2d 1063 (2nd Cir. 1983).

12. The Asset Purchase Agreement was negotiated at arms length, and the purchase price is fair and of reasonably equivalent value for such assets. The sale is in the best interest of the Debtor, its creditors and this Estate.

Accordingly, it is hereby

ORDERED, ADJUDGED and DECREED that the sale of the assets of Clark Bar America, Inc. as more particularly described in the foregoing Motion and set forth in Exhibits A, B and C to the Asset Purchase Agreement, or otherwise referenced therein, is hereby authorized and confirmed, to DMA ("Buyer") for a purchase price of

\$4,100,000⁰⁰, cash to be paid at closing, *said \$4,100,000 guaranteed as represented on this record and to be confirmed in a written guaranty by New England Confectionery Co.* the transfer of free and clear of any and all mortgages, judgments, liens, claims, interests and encumbrances, subject to the terms and conditions set forth below, and in accordance with the terms of the Asset Purchase Agreement and this Order. The Asset Purchase Agreement (including any subsequent nonmaterial amendments thereto, notice which shall have been given to the named Respondents in the Motion to Sell and the Official Committee of Unsecured Creditors) and the transactions contemplated thereby be, and hereby are, approved in all respects. It is further

ORDERED, ADJUDGED and DECREED that except as may be provided in the Asset Purchase Agreement, Buyer shall not be liable for any claims against the Debtor or any of its affiliates, shall not be deemed to have assumed any of the Debtor's debts, liabilities, obligations or other indebtedness, whether incurred prior or subsequent to the filing date of this proceeding, and Buyer shall have no successor liabilities of any kind or character whatsoever.

~~ORDERED, ADJUDGED and DECREED that payment of transaction fees to Bengur Bryan Co., Inc. pursuant to the terms and conditions of the Application to Retain Bengur Bryan & Co., Inc., shall be paid at closing, as well as actual and necessary out-of-pocket expenses of Bengur Bryan & Co., Inc., in an amount not to exceed \$10,000.00. It is further~~

ORDERED, ADJUDGED and DECREED that except as authorized by the Consent Order, no party other than professionals retained by the Debtor or the Official Committee of Unsecured Creditors, and approved by the Bankruptcy Court shall be entitled to any fee, commission or other compensation relating to the sale of the Debtor's assets, including, inter alia, any assertion of an 11 U.S.C. §506 Claim.

ORDERED, ADJUDGED and DECREED that pursuant to and consistent with the terms of the Motion and this Order, the transfer of the Assets will be exempt from any and all realty transfer taxes that may otherwise be due under applicable nonbankruptcy law, pursuant to Section 1146(c) of the Bankruptcy Code. It is further

ORDERED, ADJUDGED and DECREED that in connection with the sale of the Assets, the Debtor is hereby authorized, empowered and directed to execute and deliver the Asset Purchase Agreement together with certain documents and other items to the Buyer necessary or appropriate to consummate the sale transaction as fully set forth in the Asset Purchase Agreement (collectively the Asset Purchase Agreement and related documents are hereinafter referred to as the "Documents"). It is further

ORDERED, ADJUDGED and DECREED that the Debtor is authorized and directed to execute and deliver such Documents at the Closing, and to execute and deliver such other documents, and to take such other action, as may be reasonably

necessary or appropriate to implement the sale of the Assets and to consummate the obligations under the Asset Purchase Agreement. It is further

ORDERED, ADJUDGED and DECREED that the commencement or continuation of any action, the employment of process, or any act to collect, recover, or offset any debt in respect of the Assets (either directly or indirectly) from the Buyer and the Buyer's affiliates, officers, parents, subsidiaries, directors, shareholders, agents, employees and professionals, existing as of the date of the closing is hereby permanently enjoined, stayed and restrained. It is further

ORDERED, ADJUDGED and DECREED that at the Closing, the Debtor shall surrender possession of the Assets subject to the Documents to the Buyer and shall surrender and/or deliver to the Buyer all documents, instruments, files, records and personal property in its possession respecting or relating to the ownership, use or operation of the Assets. It is further

ORDERED, ADJUDGED and DECREED that the sale of the Debtor's Assets shall be free and clear security interests, liens, judgments, claims, interests, and encumbrances, whether prior to or subsequent to the filing of the Chapter 11 petition initiating this case, and whether imposed by agreement, understanding, law, equity or otherwise, which are divested hereby, including, without limitation, the following:

- (a) S&T Bank;
- (b) Small Business Administration;
- (c) Redevelopment Authority of Allegheny County;
- (d) Pittsburgh Countywide Corporation, Inc.;
- (e) Southwestern Regional Development Council – PA Capital Loan Fund;

- (f) Southwestern Regional Development Council – Appalachian Regional Commission;
- (g) Pennsylvania Department of Commerce – Machinery & Equipment Loan Fund;
- (h) Regional Industrial Development Corporation;
- (i) Internal Revenue Service;
- (j) Commonwealth of Pennsylvania – Department of Revenue; and
- (k) Commonwealth of Pennsylvania – Department of Labor and Industry.

It is further

ORDERED, ADJUDGED and DECREED that any and all security interests, judgments, liens, claims, encumbrances and interests divested hereby shall attach to the proceeds of the sale according to their validity, priority and amount. It is further

ORDERED, ADJUDGED and DECREED that the Debtor is hereby authorized, empowered and directed to issue, execute, deliver, file, or record any document, including, without limitation, those documents necessary or appropriate to implement the sale of the Assets to the Buyer, including the Documents, and any agreement, whether or not specifically referred to in the Motion or any exhibit thereto, and to take action necessary or appropriate to implement, effectuate, and consummate the sale in accordance with its terms, provided that the economic substance of the sale is not altered, all without further application to or order of this Court. It is further

ORDERED, ADJUDGED and DECREED that each federal, state, and local governmental agency or department is hereby directed to accept any and all documents

and instruments necessary and appropriate to consummate the sale of the Assets to the Buyer. It is further

ORDERED, ADJUDGED and DECREED that effective immediately upon entry of this Order, all Documents required to effectuate the sale of the Assets to the Buyer shall be effective and enforceable in accordance with their terms. It is further

ORDERED, ADJUDGED and DECREED that this Court shall retain jurisdiction to adjudicate any disputes that may arise in connection with the sale of the Assets to the Buyer including, without limitation, the assertion by any party of a lien against or interest in the Assets. The Court further shall retain jurisdiction as necessary to approve any further documents that may be necessary to effectuate the purposes of such sale. It is further

ORDERED, ADJUDGED and DECREED that the provisions of this Order shall bind the Debtor, and is binding upon and governs the acts of all other persons including, without limitation, all filing agents or officers, title agents or companies, recorders, registrars, administrative agencies, governmental units and departments, agencies or officials thereof, secretaries of state, and all other persons who may be required by law, the duties of their office, or contract to accept, file register, record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets. It is further

ORDERED, ADJUDGED and DECREED that the Assets be bargained, transferred and conveyed to the Buyer upon execution and delivery of the Documents at the Closing. It is further

ORDERED, ADJUDGED and DECREED that the Sale to the Buyer shall be consummated by the Debtor and the Buyer *within 7 days after this Order* ~~on the day following entry of an Order~~ *It becomes final and non-appealable.* ~~approving the sale of the Assets, without necessity of further Order of Court, consistent with the terms and provisions of this Order, unless otherwise set forth in the Asset Purchase Agreement or as mutually agreed by the parties.~~ It is further

ORDERED, ADJUDGED and DECREED that pursuant to Bankruptcy Rule 8005 and Rule 7062, made applicable by Bankruptcy Rule 9014, the provisions of this Order relating to Section 363 of the Bankruptcy Code, including Section 363(m), shall be effective immediately and shall not be stayed during the period after its entry unless a stay of this Order is entered by a court of appropriate jurisdiction. It is further

ORDERED, ADJUDGED and DECREED that the Buyer shall acquire the Assets from the Debtor or Trustee, free and clear of all liens, claims, judgments, security interests, encumbrances, and interests of any kind or nature (including, without limitation, any liens, claims, encumbrances or interests, whether presently known or unknown, in any way relating to or arising from the operations of Clark Bar America, Inc. prior to the Closing) in accordance with, and as contemplated by, inter alia, Sections 105(a), 363 and 1107 of the Bankruptcy Code subject to the terms and conditions set forth herein. It is further

ORDERED, ADJUDGED and DECREED that Buyer is a purchaser of the Property "in good faith" within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protection of Section 363(m) of the Bankruptcy Code should this Order be reversed or modified on appeal. It is further

ORDERED, ADJUDGED and DECREED that the terms and conditions of the Documents, together with the terms and provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of the Debtor, its creditors, Estate and shareholders, the Buyer, and their respective successors and assigns, notwithstanding any subsequent appointment of any trustee for the Debtor under any Chapter of Title 11 of the United States Code, 11 U.S.C. §101 et. seq., as to which trustee such terms and provisions likewise shall be binding in all respects. It is further

ORDERED, ADJUDGED and DECREED that nothing contained in any plan of reorganization confirmed in this case shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order without the prior written consent of the Buyer.

ORDERED, ADJUDGED and DECREED that any and all objections, if any, to the Sale, be, and the same are, hereby overruled for reasons set forth in this Order.

Report of sale to be filed within 30 days hereof.

BY THE COURT:

Judith K. Fitzgerald

Exhibit B

Named Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Country of Registration</u>
CLARK	1,001,117	USA
SWEET & CHEAT	2,193,741	USA
CLARK	237,624	Canada
CLARK'S	243,290	Canada
CLARK	231,953	Canada
CLARKETTES	149,307	Canada
CLARK	032,804	Panama
CLARK	Application No. 38037	Mexico