Mkd 1-20-00

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

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OPR/FINANCE

02-17-2000

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

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

- [xx] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [xx] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 12/31/99

Conveying Party [ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 12/31/99

Name: York Foods, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [xx] Corporation [ ] Association

[ ] Other

[xx] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Bickel's Snack Foods, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 1120 Zinns Quarry Road

Address (line 2): P.O. Box 2427

Address (line 3): York (City) Pennsylvania (State/Country) 17405 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[xx] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[xx] Citizenship/State of Incorporation/Organization: Pennsylvania

02/16/2000 DNGUYEN 00000121 75574225

01 FC:481 40.00 OP
02 FC:482 400.00 OP

FOR OFFICE USE ONLY

Pel DC

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

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 (215) 569-5798

Name: Michael J. Smith, Esquire

Address (line 1): BLANK ROME COMISKY & McCAULEY LLP

Address (line 2): One Logan Square

Address (line 3): Philadelphia, PA 19103

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)

[xx] 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)		
75/574,225			1,955,350	0,552,760	1,545,495
			1,545,497	1,740,032	1,453,346
			1,780,446	2,071,660	2,071,659

Number of Properties

Enter the total number of properties involved. # 17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 4

Method of Payment: Enclosed [xx] Deposit Account [ ]

Deposit Account

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

Deposit Account Number: # 02-2555

Authorization to charge additional fees: Yes [xx] 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.

Michael J. Smith	[signature]	1/20/2000
Name of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

☐ 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.)*

☐ Citizenship/State of Incorporation/Organization

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)		
			1,955,351	1,960,360	1,877,784
			1,479,787	0,686,975	0,615,939
			1,598,833		

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Trademark Assignment") dated as of December 31, 1999 by and between **YORK FOODS, INC.**, a Delaware corporation ("Assignor"), and **BICKEL'S SNACK FOODS, INC.**, a Pennsylvania corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor owns all right, title and interest in and to the marks listed on Schedule A attached hereto (hereinafter, the "Marks"), the applications or registrations or both therefor, and the goodwill developed through the use of the Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest, including all trademark rights, in and to the Marks and the registrations therefor, and the goodwill developed through the use of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, the entire right, title and interest in and to the Marks and the registrations for the Marks as identified above, and the goodwill of the business connected with the Marks.

2. Warranty of Title. Assignor represents, warrants and covenants that it possesses all right, title and interest in and to the Marks, free and clear of any encumbrance, lien or other restriction. The Assignor further represents, warrants and covenants that the Assignor has not received any notice that the Marks violate or infringe upon any rights of any third party or any statute or regulation of any governmental entity. No representation, warranty or covenant contained in this Trademark Assignment shall continue after the date hereof. Notwithstanding the forgoing to the contrary, nothing herein shall limit any covenant of any party hereto which by its express terms contemplates performance after the date hereof.

3. Further Assurances. Assignee and Assignor agree to use reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, regulations or otherwise, to consummate and make effective the transactions contemplated by this Trademark Assignment.

4. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignor and their respective successors and assignees, any rights, remedies, obligations or liabilities hereunder or by reason hereof.

5. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by all parties signatory hereto.

6. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without giving affect to principles of conflicts of laws). Any and all disputes arising under this Trademark Assignment shall be resolved exclusively in the federal or state courts located in New York. Each of the parties hereto hereby consents to the exclusive jurisdiction (personal and subject matter), and the exclusive venue of the federal and state courts located in New York.

IN WITNESS WHEREOF, each party hereto has executed this Trademark Assignment on the date and year first above written.

YORK FOODS, INC.

By: _____
Name: EDWARD J. TESSIER
Title: President

BICKEL'S SNACK FOODS, INC.

By: _____
Name:
Title:

4. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignor and their respective successors and assignees, any rights, remedies, obligations or liabilities hereunder or by reason hereof.

5. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by all parties signatory hereto.

6. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without giving affect to principles of conflicts of laws). Any and all disputes arising under this Trademark Assignment shall be resolved exclusively in the federal or state courts located in New York. Each of the parties hereto hereby consents to the exclusive jurisdiction (personal and subject matter), and the exclusive venue of the federal and state courts located in New York.

IN WITNESS WHEREOF, each party hereto has executed this Trademark Assignment on the date and year first above written.

YORK FOODS, INC.

By: _____
Name: EDWARD J. TESSIER
Title: President

BICKEL'S SNACK FOODS, INC.

By: _____
Name: Craig T. Knisely
Title: Secretary

TRADEMARK
REEL: 002022 FRAME: 0517

EXHIBIT A

MARK	REG. NO.	REG. DATE	REG. OWNER
Bon Ton Cheese Curlies	1,955,350	2/6/96	York Foods, Inc.
Bon Ton and Design	0,552,760	1/1/52	York Foods, Inc.
Bon Ton	1,545,495	6/27/89	York Foods, Inc.
Bon Ton (Stylized)	1,545,497	6/27/89	York Foods, Inc.
Miscellaneous Design (Silhouette of woman with bonnet)	1,740,032	12/15/92	York Foods, Inc.
Miscellaneous Design (Woman with bonnet)	1,780,446	7/6/93	York Foods, Inc.
Bon Ton (Stylized)	2,071,660	6/17/97	York Foods, Inc.
Bon Ton	2,071,659	6/17/97	York Foods, Inc.
Bon Ton Cheese Crunchies	1,955,351	2/6/96	York Foods, Inc.
Cabana (Stylized)	1,960,360	3/5/96	York Foods, Inc.
Cabana - application	Ser. No. Filed Date 75/574,225	10/21/98	York Foods, Inc.
Cabana (Canada)	388,128	2/20/27	York Foods, Inc.
Cabana (Stylized)	1,877,784	2/7/95	York Foods, Inc.
Lots of Goodness	1,479,787	3/8/88	York Foods, Inc.
LG	0,686,975	10/20/59	York Foods, Inc.
Mrs. Ihries	0,615,939	11/8/55	York Foods, Inc.
Crunch Bunch	1,598,833	5/20/90	York Foods, Inc.
College Park	1,453,346	8/18/87	York Foods, Inc.

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