

FORM PTO-1594  
(Rev. 6-93)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings  $\square \square \square \blacktriangledown$

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

**1. Name of conveying party(ies):**

SQUIRE BOONE CAVERNS, INC.

- Individual(s)
- General Partnership
- Corporation-State IN
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

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

Name: BOYER CANDY COMPANY, INC.

Internal Address: \_\_\_\_\_

Street Address: 821 17th Street

City: Altoona State: PA ZIP: 16602

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State DE
- 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

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Agreement on restriction of use
- Merger
- Change of Name

Execution Date: June 26, 2000

**4. Application number(s) or patent number(s):**

A. Trademark Application No.(s)

75/614,040

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Internal Address: Lucas & Just

Street Address: 60 East 42nd Street

City: New York State: NY ZIP: 10165

**6. Total number of applications and registrations involved: .....**

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to charge any fee due or credit any overpayment to deposit account

**8. Deposit account number:**

05-1675

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

**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.*

David L. Just

Name of Person Signing



Signature

4 AUG 00

Date

Total number of pages including cover sheet, attachments, and document: 4

700001586

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box 5130  
Washington, D.C. 20521

**TRADEMARK**  
REEL: 002089 FRAME: 0375

AGREEMENT

Memorandum of Agreement, effective as of the date of the last signature hereto, by and between BOYER CANDY COMPANY, INC., a corporation of the State of Delaware and having a place of business in Altoona, PA (hereinafter "Boyer"); and SQUIRE BOONE CAVERNS, INC., a corporation of the State of Indiana and having a place of business in New Albany, IN (hereinafter "Squire Boone").

WHEREAS, Boyer has adopted and is using the trademark LOLLYCONES and is the owner of U.S. Registration No. 625,961 for said trademark with goods defined as "candy on a stick" and with a date of first use of March 30, 1951; and

WHEREAS, Squire Boone has adopted and is using the trademark LOLLISTICKS and has applied for registration of said trademark in the United States Patent and Trademark Office, Serial No. 75/614,040 filed December 28, 1998, for goods defined as "stick candy" and with a date of first use of February 1, 1998; and

WHEREAS, Boyer has lodged Opposition No. 115,679 against Squire Boone's application Serial No. 75/614,040; and

WHEREAS, the parties desire to amicably resolve the differences existing between them regarding their respective trademarks and to avoid any confusion in the marketplace by simultaneous use of the parties' respective marks.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Squire Boone agrees to limit its use of the name or trademark LOLLISTICKS, or any name or trademark which is a formative or derivative thereof, to hard candy.
2. Squire Boone specifically agrees not to use the name or trademark LOLLISTICKS, or any name or trademark which is a formative or derivative thereof, on products containing chocolate.
3. Squire Boone agrees not to use the name or trademark LOLLYCONES, or any name or trademark which is a formative or derivative thereof, on any product.
4. Boyer agrees not to use the name or trademark LOLLYCONES, or any name or trademark which is a formative or derivative thereof, on hard candy which does not contain chocolate.
5. Boyer agrees to withdraw Opposition No. 115,679 with prejudice.
6. Boyer specifically agrees not to use the name or trademark LOLLISTICKS, or any name or trademark which is a formative or derivative thereof, on any product.
7. Boyer agrees to limit its use of the name or trademark LOLLYCONES, or any other name or trademark which is a formative or derivative thereof, to products which contain chocolate.
8. This Agreement shall be worldwide in scope.
9. This Agreement shall be binding upon the parents, subsidiaries, successors and assigns of the parties hereto.

10. Unless assigned together with all of the business to which the subject matter of this Agreement relates, this Agreement may not be assigned or encumbered without the prior written consent of the other party.

11. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto acknowledge this Agreement by the signatures set forth below.

BOYER CANDY COMPANY, INC.

Date: 6-10-2000

By 

Anthony P. Forgione  
President

SQUIRE BOONE CAVERNS, INC.

Date: 6-26-2000

By 

W. Rick Conway  
President