

07-25-2000



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MRO

07/24/2000 12:55
OFFICE

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 _____
- Effective Date
Month Day Year
1 / 1 / 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name York Foods, Inc.

6 / 1 / 00

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 Bickel's Snack Foods, Inc.

DBA/KA/TA _____

Composed of _____

Address (line 1) 1120 Zinns Quarry Road

Address (line 2) P.O. Box 2427

Address (line 3) York PA/USA 17405
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Pennsylvania

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.)

07/24/2000 ASCOTT 00000201 2345073

FOR OFFICE USE ONLY

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40.00 OP

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:

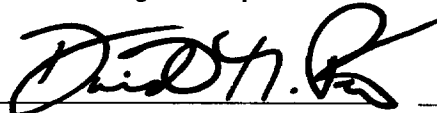
Yes

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.

David M. Perry



6-27-00

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

1st **TRADEMARK ASSIGNMENT** (this "Trademark Assignment") dated the day of January, 2000 by and between **YORK FOODS, INC.**, a Delaware corporation ("Assignor"), and **BICKEL'S SNACK FOODS, INC.**, a Pennsylvania corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in and to the mark listed on Schedule A attached hereto (hereinafter, the "Mark"), the registration therefor, and the goodwill developed through the use of the Mark; and

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

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 Mark and the registration for the Mark as identified above, and the goodwill of the business connected with the Mark.
2. Warranty of Title. Assignor represents, warrants and covenants that it possesses all right, title and interest in and to the Mark, 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 Mark violates or infringes 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.

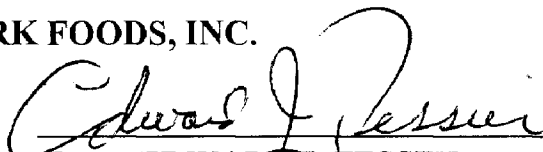
5. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by all parties signatory hereto.

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 effect 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: GARY T. KNISELY
Title: Secretary

EXHIBIT A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
CABANA	2,345,073	4/25/00	York Foods, Inc.