

Re-9-19-00

09-29-2000



RECOR
TR

101476057

TO: The Commissioner of Patents and Trade

are attached original document(s) or copy(ies).

Record As of 6.15.00

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 2165919
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Creative Confection Concepts, Ltd.

Execution Date
Month Day Year
07 06 99

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name The Foreign Candy Company, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1 Foreign Candy Drive

Address (line 2) _____

Address (line 3)

Hull

Iowa

51239

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 Assignment.)

Citizenship/State of Incorporation/Organization Iowa

FOR OFFICE USE ONLY

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,165,919"/>	<input type="text" value="2,054,842"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.)

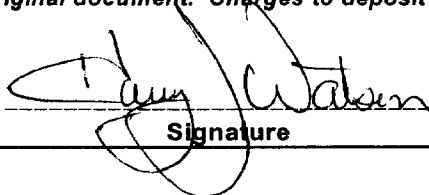
Deposit Account Number: #

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.

Harry J. Watson



9/11/2000

Name of Person Signing

Signature

Date Signed

07-12-2000
101401366

00215 M/S
COPY PRACTICE

6-15-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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Mark if additional names of conveying parties attached
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Month Day Year _____

Name Creative Confection Concepts, LLC

Formerly _____

2165919

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Wisconsin

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DBA/AKATA _____

Composed of _____

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Address (line 2) _____

Address (line 3) Hull Iowa 51239
City State/Country Zip Code

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- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Iowa

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07/12/2000 ENBUYEN 00000026 2165919

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
25.00 DP

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.

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

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Mark if additional numbers attached

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Registration Number(s)

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2,165,919	<input type="text"/>	<input type="text"/>
2,054,842	<input type="text"/>	<input type="text"/>
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is effective on the date of Assignor's signature given hereunder, by and between JONCO INDUSTRIES, INC., a Wisconsin corporation, ("Assignor") and The Foreign Candy Company, Inc., an Iowa corporation, having a principal place of business at 451 Black Forest Road, Hull, Iowa 51239 ("Assignee").

WHEREAS, Creative Confection Concepts, LLC ("CCC"), whose former place of business was 1731 W. Glendale Ave., Milwaukee, Wisconsin 53209, originally adopted and used certain marks which were subsequently registered in the United States Patent and Trademark Office, the registration numbers and dates of which are listed on Exhibit "A" attached hereto and by this reference incorporated herein (the "Trademarks"); and

WHEREAS, on or about September 4, 1998, Assignor obtained exclusive rights to the Trademarks pursuant to that one (1) certain ORDER entered by the United States Bankruptcy Court for Eastern District of Wisconsin, wherein the Court entered judgment in favor of Assignor for possession of certain CCC collateral, including "all INTANGIBLES", i.e. the Trademarks. A true copy of said Order is attached hereto as Exhibit "B", and by this reference is incorporated herein; and

WHEREAS, CCC has acknowledged and confirmed that all of its right, title and interest in and to the Trademarks and any common law rights and goodwill associated therewith (the "Trademark Rights") have been transferred to Assignor; and

WHEREAS, Assignee is desirous of obtaining all of Assignor's right, title and interest in and to the Trademark Rights and any trademark registrations (foreign and domestic), common law rights and goodwill associated therewith;

NOW, THEREFORE, for an in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, its full and exclusive right, title and interest in and to the Trademarks and the Trademark Rights, in the U.S.A. and in all foreign countries, together with any other registrations, recordals, applications, common law rights and the goodwill of the business symbolized by the Trademark and the Trademark Rights or associated therewith.

Assignor and CCC represent and warrant that the Trademarks and the Trademark Rights have been transferred to Assignor and Assignor has good, valid and marketable title to the Trademarks, free and clear of all liens, claims, encumbrances and pledges.

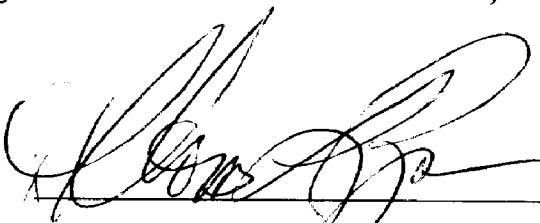
Assignor agrees to communicate to Assignee or its representatives or assigns, any facts known to it relating to the Trademarks and the Trademark Rights, and will upon

request testify in any legal proceedings, sign all lawful papers, execute all trademark filing and prosecution documents and generally do all other and further lawful acts deemed necessary or expedient by Assignee to assist and enable Assignee to obtain and enforce full benefits from the right, title and interest herein assigned.

This Assignment shall be binding upon Assignor's executors, administrators, and/or assigns and shall inure to the benefit of the executors, administrators, successors and/or assigns, as the case may be, of Assignee.

Executed as of the 6 day of July, 1999.

Assignor: JONCO INDUSTRIES, INC.

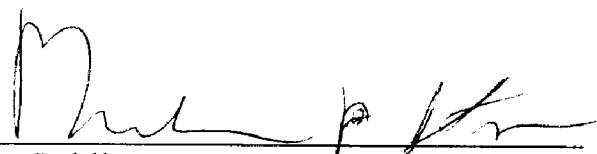
By: 

Typed Name: THOMAS L. RYAN

Title: President

SUBSCRIBED AND SWORN to before me, the undersigned authority, by THOMAS L. RYAN, acting in the position indicated and individually on the 6 day of July, 1999.


(SEAL)

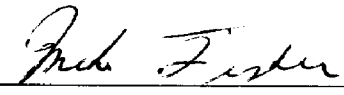

Notary Public Michael P. Stupar

Milwaukee County, Wisconsin
My Commission is Permanent

Acknowledged and Accepted by
Creative Confection Concepts, LLC

Acknowledged and Accepted by
The Foreign Candy Company, Inc.

By: 

By: 

Typed Name: Steven Nicolet

Typed Name: Mike Fisher

Title: Managing Member

Title: President & CEO

EXHIBIT "A"

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
United States	Blo-Bananas	2054842	April 22, 1997
United States	Go Bananas	2165919	June 16, 1998

RECEIVED SEP - 3 1996

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re

Creative Confection Concepts, LLC,
Debtor.

Case No. 98-20888-JES

Chapter 7

Jonco Industries, Inc.,

Plaintiff,

vs.

Creative Confection Concepts, LLC

Helen M. Ludwig, Trustee

Defendants.

ORDER

Upon the records, pleadings and proceedings heretofore had and on file in this matter and particularly upon the Affidavit filed herein,

IT IS HEREBY ORDERED:

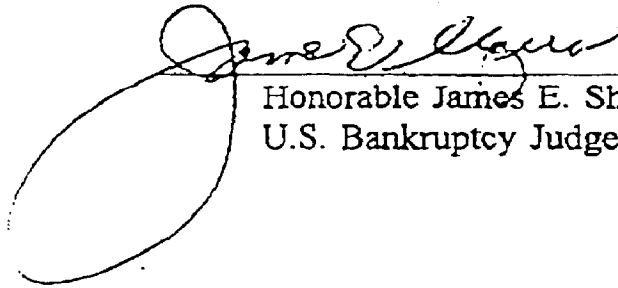
That Jonco Industries, Inc. is hereby granted relief from the automatic stay imposed herein; and that judgment is hereby entered in favor of Jonco Industries, Inc., for possession of its collateral, to-wit:

ALL ACCOUNTS and ALL CONTRACT RIGHTS and in any case where an account has arisen from the sale of goods the interest of the Debtor in such goods, ALL INVENTORY and ALL EQUIPMENT of every description wherever located, all INTANGIBLES, CHATTEL PAPER, DOCUMENTS, FIXTURES, AND INSTRUMENTS of all kinds and all additions and accessions thereto; pursuant to security agreements providing for future and continuing advances made by the Secured Party to be secured by said collateral

whether now owned or hereafter acquired by the Debtor, whether held for use, lease, sale, rental, or demonstration.

Dated this 4 day of SEPTEMBER, 1998.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "James E. Shapiro", is written over a horizontal line. To the left of the signature is a large, hand-drawn oval scribble.

Honorable James E. Shapiro
U.S. Bankruptcy Judge