

11-30-2000



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11.13.00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

NOV 13

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/13/2000 MTH:11 00000098 1816047

01:481 40.00 OP

01:482 150.00 OP

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

TRADEMARK
REEL: 002182 FRAME: 0894

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="1816047"/>	<input type="text" value="1927843"/>	<input type="text" value="1937014"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1939643"/>	<input type="text" value="1939663"/>	<input type="text" value="2019700"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2043300"/>	<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.

Karl M. Zielaznicki, Esq.

November 10, 2000

Name of Person Signing

Signature

Date Signed

WORLDWIDE TRADEMARK ASSIGNMENT

WHEREAS, simultaneously with the execution and delivery of this Worldwide Trademark Assignment (this "Assignment"), and pursuant to a certain Asset Purchase Agreement dated as of October 25, 2000 (the "Asset Purchase Agreement"), by and among Guiltless Gourmet, Inc., a Texas corporation, with offices at 9130 Jollyville Road No. 365, Austin, Texas, (the "Assignor"), John E. Koerner, III, a Louisiana resident, and John F. Oudt, a Texas resident (collectively, the "Shareholders"), and The B. Manischewitz Company, LLC, a Delaware limited liability company, with offices at 444 Madison Avenue, Suite 601, New York, New York 10022 (the "Assignee"), the Assignor is among other things, transferring and assigning certain assets to the Assignee including, without limitation, all of the Assignor's right, title and interest in and to the Trademarks (as such term is hereinafter defined);

WHEREAS, the Assignor has adopted, used and is using certain trademarks, and is the owner of the related applications and registrations therefor as set forth on Schedule A hereto, (collectively, the "Trademarks"); and

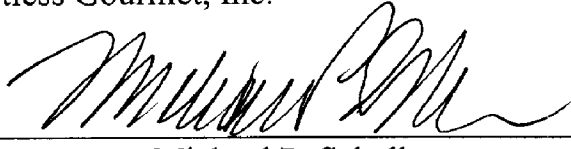
WHEREAS, the Assignee is desirous of acquiring all of the Assignor's right, title and interest in and to all of the Trademarks, including the goodwill associated with the Trademarks and all causes of action for past, present and future infringements of the Trademarks and the right to collect and retain any proceeds therefrom, in all countries of the world including, without limitation, the United States of America and its territories and possessions.

NOW THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to all of the Trademarks, together with the goodwill associated with the Trademarks and all causes of action for past, present and future infringements of the Trademarks and the right to collect and retain any proceeds therefrom, in all countries of the world including, without limitations, the United States of America and its territories and possessions,

The Assignor expressly agrees to execute, acknowledge and deliver, such documents and other instruments as may be requested by the Assignee to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Trademarks to the Assignee.

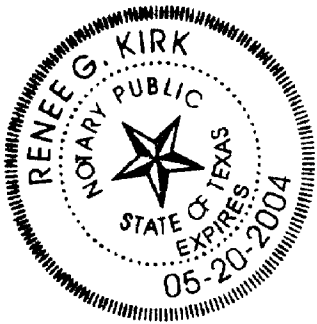
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of November 1, 2000.

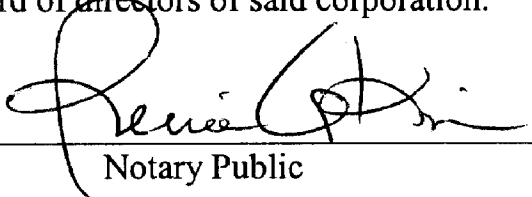
Guiltless Gourmet, Inc.

By: 
Name: Michael P. Schall
Title: President

STATE OF TEXAS)
) ss:
COUNTY OF TRAVIS)

On the 25 day of October in the year 2000 before me personally came Michael P. Schall to me known who, by me duly sworn, did depose and say that deponent is the President of Guiltless Gourmet, Inc., the corporation described in, and which executed the foregoing WORLDWIDE TRADEMARK ASSIGNMENT, that deponent signed deponent's name to the foregoing by authority of the board of directors of said corporation.




Notary Public

SCHEDULE A

1. US Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Gourmet Without Guilt	2043300	03/11/97
Guiltless Gourmet	2019700	11/26/96
Guiltless Gourmet & Design	1939663	12/05/95
Guiltless Gourmet & Design	1939643	12/05/95
Guiltless Gourmet	1937014	11/21/95
Guiltless Gourmet's Healthy Snacking Newsletter	1927843	11/17/95
Guiltless Gourmet	1816047	01/11/94

2. State Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Guiltless Gourmet (Texas)	50341	6/06/90

3. Foreign Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Guiltless Gourmet (Mexico)	512284	03/25/99
Guiltless Gourmet (Mexico)	497340	01/02/95
Guiltless Gourmet (Canada)	399459	06/19/92