

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

01-24-2001



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

101592133

JAN 16 2001

**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 *1-16-01*
- ☐ 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

Execution Date  
Month Day Year

Name

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

☒ 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

01/24/2001 GTON11 00000157 1693394

01 FC:481

40.00 DP

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

**TRADEMARK**  
REEL: 002218 FRAME: 0449

**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)**

<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"/>

**Registration Number(s)**

<input type="text" value="1,693,394"/>	<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 ☐

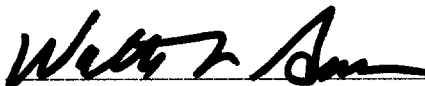
No ☐

**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.

WALTER L. BEAVERS

Name of Person Signing



Signature

1-11-01

Date Signed

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS Assignment dated as of AUGUST 1<sup>st</sup>, 2000 is made by and among BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation ("BB&T") and PW Holdings, Inc. (the "Assignee").

WITNESSETH:

Reference is made to the Voluntary Surrender of Collateral Agreement, dated July 19, 2000, (the "Surrender Agreement"), between the BB&T, and Pieworks Development Corporation, John W. Weaver, Mary W. Weaver and Kelly S. Bohlin (collectively the "Borrower"), which is incorporated herein by reference as if fully set forth. Pursuant to the Surrender Agreement, the BB&T has acquired from Borrower, upon the terms and conditions specified in the Surrender Agreement, all of the Borrower's accounts receivable, inventory, equipment, furniture, fixtures, general intangibles, and the products and proceeds thereof, described as the "Collateral" in the Surrender Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Surrender Agreement; and

WHEREAS, the loans described in the Surrender Agreement have now been paid in full from the proceeds of the sale of the assets of the Borrower, and Assignee has requested that BB&T relinquish all right, title, and interest in and to the intellectual property of the Borrower, and BB&T has agreed to do so.

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

1. **Assignment of Intellectual Property.** Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee's assigns, all of Assignor's right, title and interest in the trademarks, copyrights, internet domain name, and other intellectual property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth, together with the right to secure renewals, reissues and extensions of such trademark, copyright, and other intellectual property, which interest and right shall be held for the full term for which such trademark or copyright, or any renewal or extension thereof, is or may be granted, hereinafter referred to as the "Intellectual Property".

**BB&T MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY. IT IS THE INTENT OF THIS ASSIGNMENT MERELY TO RETURN SUCH INTELLECTUAL PROPERTY TO THE BORROWER'S SUCCESSOR IN INTEREST AS THE FORMER OWNER THEREOF.**

2. **Receipt.** Assignee hereby acknowledges receipt of the Intellectual Property.

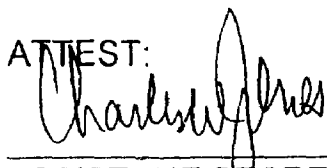
3. **Confirmatory Instruments.** BB&T and Assignee hereby mutually covenant and agree that they will, upon the request of either to the other, execute any and all further instruments confirmatory of the foregoing Assignment of Intellectual Property and which may be reasonably required by BB&T and Assignee in order to accomplish the purposes and benefits of this Agreement.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF,** BB&T and Assignee have duly executed and delivered this Agreement solely for the purposes set forth above, all of the date first above written.

**Branch Banking and Trust Company:**

ATTEST:

  
\_\_\_\_\_  
ASSISTANT SECRETARY

ASSISTANT SECRETARY

(AFFIX CORPORATE SEAL)

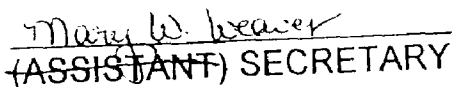
BY:

  
\_\_\_\_\_  
VICE PRESIDENT

VICE PRESIDENT

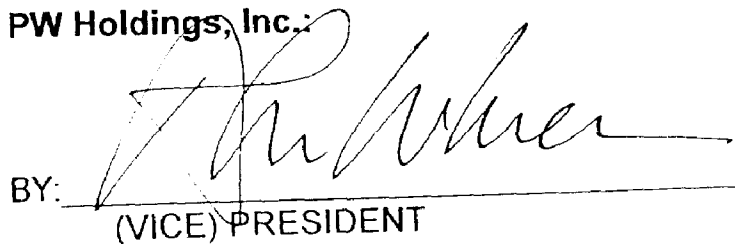
**PW Holdings, Inc.:**

ATTEST:

  
\_\_\_\_\_  
~~(ASSISTANT)~~ SECRETARY

(AFFIX CORPORATE SEAL)

BY:

  
\_\_\_\_\_  
(VICE) PRESIDENT

(VICE) PRESIDENT

NORTH CAROLINA  
GUILFORD COUNTY

I, Sharon H. Shearer, a Notary Public, do hereby certify that Charles W. Jones personally appeared before me this day and acknowledged that he/she is (Asst.) Secretary of BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal and attested by him/herself as its (Asst.) Secretary.

Witness my hand and official seal or stamp, this 1<sup>st</sup> day of August, 2000.

My Commission Expires: 4-29-2003

Sharon H. Shearer  
Notary Public

[Affix Notary Seal]

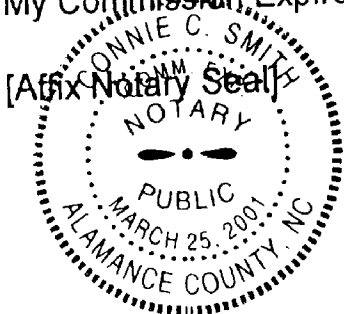
NORTH CAROLINA  
GUILFORD COUNTY

Alamance I, Connie C. Smith, a Notary Public, do hereby certify that Mary W. Weaver personally appeared before me this day and acknowledged that he/she is (Asst.) Secretary of PW HOLDINGS, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal and attested by him/herself as its (Asst.) Secretary.

Witness my hand and official seal or stamp, this 22 day of December, 2000.

My Commission Expires: March 25, 2001

Connie C. Smith  
Notary Public



## EXHIBIT "A"

The Mark: "Pieworks"  
US Patent and Trademark Certificate of Registration No. 1693394

The Mark: "Pieworks"  
Canadian Trademark No. 810 245

The Service Mark: North Carolina Certificate of Registration No. T-9964

The Internet Domain Name: PIEWORKS.COM

Copyright Registration for PieWorks Menu Design and Content:  
US Copyright Office Nos. Txu 504 836 and Txu 525 156

Various illustrations, names and advertising copy used in the menu and in advertising materials which have been identified as trademarked properties ("TM") ~~are~~ <sup>are</sup> proprietary materials of PieWorks Development Corporation, *INCLUDING ALL RECIPES AND PRODUCT PREPARATION STANDARDS.*