

01-29-2001

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01-16-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #26

101597019

To the Honorable Commissioner of

1. Name of conveying party(ies):

Bernatello's Pizza, Inc. 1-16-01

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 21, 2000

Name: Choice Products USA, LLC

Street Address: 3421 Truax Court

City: Eau Claire State WI ZIP 54703

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Wisconsin
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,359,888

Additional numbers attached?  Yes  No

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

Name: Anthony J. Bourget

P.O. Box 81

Eau Claire, WI 54702-0081

Telephone No.: (715) 835-5232

Facsimile No.: (715) 835-9890

6. Number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

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

01/29/2001 DBYRNE 00000106 2359888

DO NOT USE THIS SPACE

50:484 Statement and signature. 40.00

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.

Richard Mc Hugh  
Name of Person Signing

Richard Mc Hugh  
Signature

12-27-2000  
Date

Total number of pages comprising cover sheet: 1

FS12/A98819/ir

TRADEMARK  
REEL: 002222 FRAME: 0270



ASSIGNMENT OF TRADEMARK RIGHTS

01-16-2001

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #26

This Agreement ("Agreement") is entered into as of this 21 day of September, by and between Bernatello's Pizza, Inc., a Minnesota corporation, having a principal place of business at Maple Lake, MN ("Assignor") and Choice Products, LLC, having a principal place of business at Earl Chase, WI ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted, used, and is using the mark "JIMMY BOY PIZZA and Design," U.S. Trademark Application Serial No. 75/693357, now U.S. Trademark Registration No. 2359888 (registered June 20, 2000) (hereinafter "mark" or "trademark");

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in and to said mark and any and all registrations and applications for registrations pertaining to such mark, together with a goodwill of the business in connection with which said mark is used and which is symbolized by said mark.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein and the further sum of \$100.00, and other good and valuable consideration, sufficiency of which are acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignor hereby assigns, sells and transfers unto Assignee all right, title and interest in and to said mark and any all registrations and applications for registrations therefore, together with the goodwill of the business in connection with which said mark is used and which is symbolized by said mark, along with the right to recover for damages and profits for past infringements thereof;

2. This Agreement will enure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

3. Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments and assignments and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to said mark in the Assignee, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary to the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

Assignor: BERNATELLO'S PIZZA, INC.

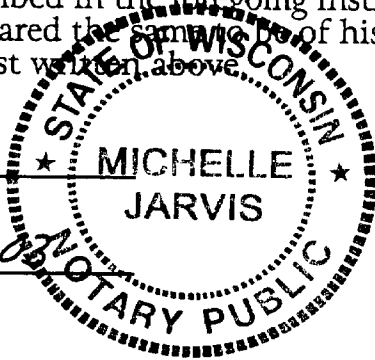
Sept. 21, 2000  
Date

Bill Ramsey  
By: Bill Ramsey  
Title: President

State of Wisconsin )  
County of Eau Claire ) ss.

On this 21<sup>st</sup> day of Sept., 2000, before me personally came Bill Ramsey, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his/her free act and deed, on behalf of Assignor, on the day and year last written above.

Michelle Jarvis  
Notary Public  
State of Wisconsin  
My Commission Expires: 3-30-03



Assignee: CHOICE PRODUCTS, LLC

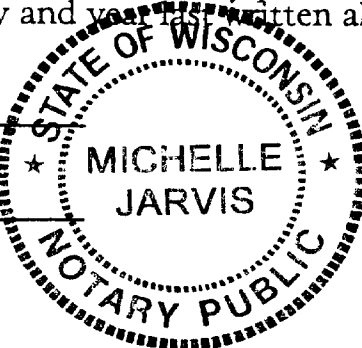
Sept. 21, 2000  
Date

Richard McHugh  
By: Richard McHugh  
Title: President

State of Wisconsin )  
County of Eau Claire ) ss.

On this 21<sup>st</sup> day of Sept., 2000, before me personally came Richard McHugh, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his/her free act and deed, on the day and year last written above.

Michelle Jarvis  
Notary Public  
State of Wisconsin  
My Commission Expires: 3-30-03



January 10, 2001



01-16-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

BOX ASSIGNMENTS / NO FEE  
The Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Re: Assignment of Trademark: JIMMY BOY PIZZA  
U.S. Registration No. 2,359,888

Dear Sir/Madam:

Enclosed please find an Assignment of Trademark Rights, together with a completed transmittal form. Also enclosed is a check in the amount of \$40.00 to cover the filing fee. Please file these documents in the usual fashion, and contact me if you have any questions. Thank you.

Sincerely,

Anthony J. Bourget

AJB:cm  
Enclosures