

02-14-2001



101613039

12-13-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2-13-01

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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

RECEIVED
2001 FEB 13 PM 12:33
ASSIGNMENT SERVICES
DIVISION

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

02/14/2001 DBYRNE 00000018 1750144

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)

<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" value="1750144"/>	<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.

Brian L. Petrequin, Esq.
Name of Person Signing


Signature

February 8, 2001
Date Signed

ASSIGNMENT OF TRADEMARK

This Agreement is made this 7th day of April, 1997 between **STAGNITO PUBLISHING COMPANY**, an Illinois corporation ("Assignor") and **STAGNITO ACQUISITION CO., INC.**, a Delaware corporation ("Assignee").

WHEREAS, the Assignor has adopted and used in its business the trademarks identified in the **ASSET PURCHASE AGREEMENT** (the "Agreement") of even date herewith and is otherwise the owner of the trademark registrations and trademark applications referenced therein; and


WHEREAS, the Assignee is purchasing the trademarks pursuant to the Agreement;


NOW, THEREFORE, in consideration of and exchange for the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does sell, assign, transfer and set over unto said Assignee its entire right, title and interest in and to all of its trademarks, the registrations and applications therefor and any renewals thereof, including but not limited to those identified in **Schedule A** attached hereto and made a part hereof, together with the good will symbolized by and associated with the business in connection with which the said marks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for pats, present or future infringement based upon said trademarks. Assignor further agrees to execute all papers and to perform such other acts as Assignee may deem necessary to secure to it the rights herein assigned.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by a duly authorized officer on the date first above written.

ATTEST:

STAGNITO PUBLISHING COMPANY



By: 
Name: Harry Stagnito
Title: President

On this 7th day of April, 1997 personally came before me Harry Stagnito and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the foregoing instrument as the President of Stagnito Publishing Company, an Illinois corporation; and

(b) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its directors.



Notary Public

TAMARA SAPILAK
A Notary Public of New Jersey
My Commission Expires Oct. 12, 1999

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE NATIONAL PROVISIONER	139,981	March 1, 1921
DAIRY FIELD	1,177,168	November 10, 1981

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<u>Trademark</u>	<u>Serial No.</u>	<u>Date Filed</u>
SNACK FOOD	N/A	March 27, 1997
SNACK AND BAKERY FOODS	N/A	March 27, 1997