

03-09-2001

FORM PTO-1594 (Modified)
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney Docket No.: 9262-AFF

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Boyer Candy Company, Inc.

2. Name and address of receiving party(ies):

R&R Operating Partnership, L.P.
1035 Mill Road
Allentown, PA 18106

3. Nature of conveyance:

2-28-01

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

Execution Date: December 22, 2000

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

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

- 625,961
- 669,032
- 690,644
- 1,844,601
- 1,937,678
- 2,014,633
- 2,195,935

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

Roberta Jacobs-Meadway
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square
2005 Market Street, 22nd Floor
Philadelphia, PA 19103-7086
Telephone: 215-965-1200
Facsimile: 215-965-1210
E-Mail: rjacobs-meadway@akingump.com

6. Total number of applications and registrations involved: [7]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ **40.00**
6 x \$25.00 = \$ **150.00**
 Check enclosed for \$ **190.00**

8. Deposit account number:

DO NOT USE THIS SPACE

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9. 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.

Roberta Jacobs-Meadway

Name of Person


Signing Signature

2/26/01
Date

Total number of pages including cover sheet, attachments and document: [6]

OMB No. 0651-0011 (exp. 4/94)

03/08/2001 GTQW11 00000159 625961

01 FC:481 40.00 OP
02 FC:482 150.00 OP

TRADEMARK
REEL: 002247 FRAME: 0529

ASSIGNMENT OF TRADE NAME/TRADEMARKS

Pursuant to the Asset Purchase Agreement ("Purchase Agreement") of even date herewith by and between R&R Operating Partnership, L.P., a Pennsylvania limited partnership having its principal office at 1035 Mill Road, Allentown, Pennsylvania 18106 ("Buyer") and Boyer Candy Company, Inc., a Delaware corporation having its principal office at 821 17th Street, Altoona, Pennsylvania 16602 ("Seller").

W I T N E S S E T H:

WHEREAS, Seller has purchased, adopted and/or used in its business certain trade names and trademarks, certain of which have current registrations in the United States Patent and Trademark Office, each as described on Schedule A attached hereto and made a part hereof; and

WHEREAS, Buyer wishes to acquire title to said names and marks and their corresponding registrations and applications pursuant to the aforementioned Purchase Agreement.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged by Seller, and intending to be legally bound, Seller hereby agrees as follows:

1. Assignment. Seller does sell, assign, transfer and set over unto Buyer its entire right, title and interest in, to and under said trade name and trademark registration applications, and the registrations thereof, as set forth in Schedule A attached hereto and made a part hereof, together with the goodwill of the business in connection with which the said names and marks are used, and all rights to damages and profits, due or accrued, arising out of past infringements of said trademarks, and the right to sue for and recover the same. Seller warrants to Buyer that title to all of the foregoing is good and marketable and free from all liens, claims and encumbrances of any kind.

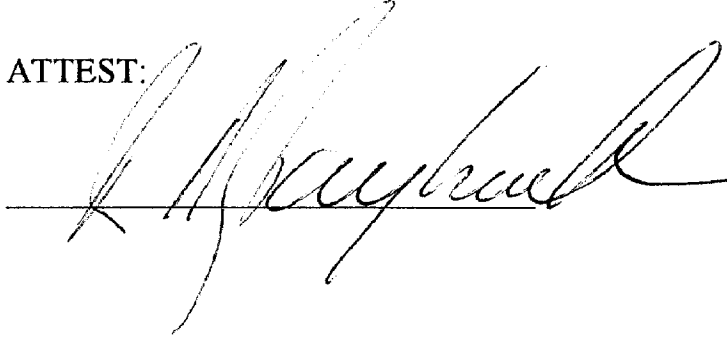
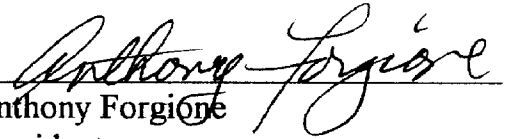
2. Further Assurances. Seller hereby covenants and agrees to provide to Buyer reasonable cooperation at the expense of Buyer in the preparation and prosecution of any applications for registration or renewal of the registrations covering the marks assigned herein and in the prosecution or defense of any oppositions, interferences or other proceedings that may arise in connection with the trademarks or rights assigned therein, and further to execute and deliver to Buyer any and all additional papers that may be reasonably requested for the purpose of implementing this Assignment.

3. Benefit of Assignment; Inconsistency. This Assignment is made pursuant to the Purchase Agreement, and is made for the benefit of Seller and Buyer in consideration for the Purchase Price thereunder. In the event of any inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the Purchase Agreement shall control to the extent of the inconsistency.

BARTON~2.RTF-DATE \@ "M/d/yy"

4. Governing Law. This Assignment and all of the rights and obligations created hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, a duly authorized officer of Seller has executed this Assignment on the 22nd day of December, 2000.

ATTEST:  BOYER CANDY COMPANY, INC.
By: 
Name: Anthony Forgione
Title: President

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF _____ :

On the 22nd day of December, 2000, personally appeared before me Anthony Forgione, who stated that he is the President of Boyer Candy Company, Inc., a Delaware corporation, and acknowledged that he executed the above instrument as the act and deed of Boyer Candy Company, Inc. for purposes therein set forth.

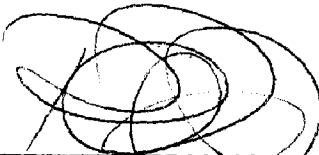
Notary Public

My Commission Expires:

BARTON~2.RTF-DATE \@ "M/d/yy"


COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF NORTHAMPTON :

ON THIS, the 8th day of January, 2001, before me a Notary Public in and for the Commonwealth aforesaid, personally appeared **RICHARD DICHIARA, JR., ESQUIRE**, of 38 West Market Street, Bethlehem, PA 18018, who is known to me and satisfactorily proven to be a member of the bar of the highest court of Pennsylvania, and who being duly sworn according to law, deposes and says that he was personally present when the foregoing Assignments were signed by the parties and witnesses hereto, namely **ANTHONY FORGIONE and ROGER RAYBUCK**.



RICHARD DICHIARA, JR., ESQUIRE

SWORN TO and subscribed before me this 8th day of January, 2001.



Notary Public

NOTARIAL SEAL
RENEE L. SHELLY
Notary Public
Upper Saucon Township, Lehigh County
My Commission Expires February 24, 2003

Intellectual Property: The following intellectual property and proprietary rights purchased by Debtor from Secured Party relating to the Bartons Division: Trademark Registrations in the United States Patent and Trademark Office: (a) Registration No. 1,844,601; Registered 7/12/94. (b) Registration No. 1,937,678; Registered 11/28/95. (c) Registration No. 2,014,633; Registered 11/12/96. (d) Registration No. 2,195,935; Registered 10/13/98, as well as all intellectual property set forth on Exhibit B attached hereto and made a part hereof

SCHEDULE A

TRADEMARK

REEL: 002247 FRAME: 0533

EXHIBIT B

Schedule of Trademarks

Trademark	Appln.No.	Filed	Reg.No.	Reg. Date
ALMOND KISSES	U.S. 393,906	9/29/82	—	—
AMERICANA and design	U.S. 071,797	4/20/59	U.S. 690,644	12/29/59
BARTONETTES	U.S. 271,028	5/9/67	U.S. 849,538	5/21/68
BARTONS (stylized)	U.S. 15,441	9/11/56	U.S. 669,032	10/28/58
BARTONS	U.S. 349,261	1/22/70	U.S. 905,221	12/29/70
BARTONS (stylized)	U.S. 288,722	12/8/80	U.S. 1,218,522	11/30/82
BARTON'S BONBONNIERE and design	U.S. 537,964	10/16/47	U.S. 528,007	7/25/50
BARTON'S BONBONNIERE and design	U.S. 548,712	2/4/48	U.S. 542,871	5/29/51
BARTON'S BONBONNIERE (stylized)	U.S. 349,260	1/22/70	U.S. 900,914	10/13/70
CHATEAU SUISSE * (stylized)	U.S. 405,154	12/8/82	U.S. 1,300,826	10/16/84
CHATEAU SUISSE * and design	U.S. 405,153	12/8/82	U.S. 1,300,825	10/16/84
COFFEE LOVES *	U.S. 67,365	10/29/75	U.S. 1,039,835	5/18/76
CREEPEES *	U.S. 379,546	12/28/70	U.S. 917,802	8/3/71
D (stylized)	U.S. 115,246	2/9/77	U.S. 1,077,240	11/15/77
DELITE * (stylized)	U.S. 348,480	2/3/82	—	—
DELITE *	U.S. 348,479	2/3/82	—	—
JUMPEES *	U.S. 379,547	12/28/70	U.S. 917,803	8/3/71
LOLLYCONES (stylized)	U.S. 682,777	3/4/55	U.S. 625,961	4/24/56
NUTTY DUTTY * and design	U.S. 287,268	12/20/67	U.S. 866,508	3/11/69
BARTONS ALMOND KISSES	—	—	N.Y. 19,239	10/18/79
BARTONS CHOCOLATE MATZOS	—	—	N.Y. 18,555	3/21/47
FAMOUS FROM * CONTINENT etc.	—	—	N.Y. 16,987	4/29/49
PINCH BOTTLE *	—	—	N.Y. 18,746	7/22/49
CHOCOLATE MATZOS	—	—	111. 28,272	12/77

RECORDED: 02/28/2001

TRADEMARK
REEL: 002247 FRAME: 0534