

04-12-2001

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

1-31-92

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BY

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

## 1. Name of conveying party(ies):

Sara Lee Corporation  
1051 Perimeter Drive  
Schaumburg, Illinois 60173

- ☐ Individual(s) U.S.      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation  
☐ Other:

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

Effective Date: January 1, 2001

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

The Marigny Corporation  
1105 North Market Street  
Wilmington, Delaware 19899

- ☐ Individual(s) Citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation - Delaware  
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(s) attached: ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,773,324Additional Numbers attached? ☐ Yes ☒ No

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

Name: James E. Rosini, Esq.  
Address: KENYON & KENYON  
One Broadway  
New York, New York 10004

## 6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 11-0600

DO NOT USE THIS SPACE

## 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.*Jean Pelkowski

Name of Person Signing

  
Signature3/19/01

Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

TRADEMARK

REEL: 002269 FRAME: 0406

ASSIGNMENT

A
A.J.D.
 This Assignment is effective as and from January 1, <sup>2001</sup>~~1999~~, from <sup>Sara Lee Corporation</sup>~~Douwe Egberts Coffee Service, Inc.~~, a <sup>Maryland</sup>~~Delaware~~ corporation, whose address is 1051

Perimeter Drive, Schaumburg, Illinois 60173 (hereinafter the "Assignor"), to The Marigny Corporation, a Delaware corporation, whose address is 1105 North Market Street, Wilmington, Delaware 19899 (hereinafter the "Assignee"):

WITNESSETH THAT:

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademark EASYBREW and Design, and the United States registration therefore identified as Reg. No. 1,773,324, being conveyed and all rights existing therein at common law (hereinafter referred to as the "Trademark") and in and to the goodwill of the business relating thereto; and

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the Trademark, together with the goodwill of the business appertaining to and symbolized by said Trademark, and the right to recover for past infringement thereof.

**NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (US\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the aforesaid Trademark, together with the right to sue for and recover for the past infringements and misuses thereof, the same to be held and enjoyed by the Assignee, its successors and assigns, and the goodwill of the business appertaining thereto and which is symbolized thereby.**

**Assignor hereby represents and warrants that to the best of its knowledge there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that Assignor will not execute or grant or transfer any rights or interests inconsistent therewith and Assignor binds itself and its successors, assigns, administrators and legal representatives, as the case may be, to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts of a reasonable nature that may be deemed necessary by Assignee, its successors and assigns, to enable Assignee, its successors and assigns, to perfect the title herein conveyed, or intended to so be, and to enable such title to be recorded in the United States, and to enable Assignee, its successors and assigns, to file applications for the said Trademark in the United States and to allow the title to such applications to be recorded in the United States.**

Assignor further covenants and agrees, in consideration of the premises, that it, its successors, assigns, legal representatives and administrators, will at any reasonable time upon reasonable request communicate to Assignee, its successors and assigns, any facts relating to the Trademark and the history thereof known to Assignor or its successors, assigns, legal representatives and administrators, and that Assignor will testify as to the same in any litigation when requested to do so by Assignee, its successors and assigns; it being understood that Assignee will compensate Assignor for its expenses reasonably incurred in complying with its said requests.

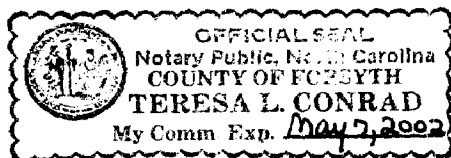
In witness whereof, the Assignor has hereunto executed this instrument this 4<sup>th</sup> day of January, <sup>2001</sup>~~1999~~, by an official of Assignor duly authorized to execute such assignment.

Sara Lee Corporation  
~~Douwe Egberts Coffee Service, Inc.~~

By: Arthur J. DeBaugh  
Name: Arthur J. DeBaugh  
Title: Chief Counsel & Assistant Secretary

Notarial Acknowledgment:

On this 4<sup>th</sup> day of January, <sup>2001</sup>~~1999~~, before me personally appeared Arthur J. DeBaugh, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the purpose therein set forth.



Teresa L. Conrad  
NOTARY PUBLIC

My Commission expires: May 7, 2002