

4-23-01

TRANSMITTAL

05-07-2001



IN

To the Honorable Commissioner of Patents and

ginal documents or copy thereof.

101704531


ceiving party(ies):

1. Name of conveying party(ies):  
 Dadco Diversified, Inc. 1-12-01 *rt*

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

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

Name: Bernatello's Pizza, Inc.

Street Address: X   
4640 W. 77th Street

City: x Edina, MN 55435                      **01-12-2001**  
U.S. Patent & TMO/TM Mail Rpt Dt. #39

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: August 25, 2000

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

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):

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.*

Bill Ramsey                      *Bill Ramsey*                      1-02-01  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

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TRADEMARK  
REEL: 002288 FRAME: 0465

## ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement ("Agreement") is entered into effective August 25, 2000, by and between Dadco Diversified, Inc., having a principal place of business at Eau Claire, Wisconsin ("Assignor") and Bernatello's Pizza, Inc., a Minnesota corporation, having a principal place of business at Maple Lake, Minnesota ("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, Assignor has previously assigned said trademark to Assignee under a Purchase Agreement dated August 25, 2000, under which Assignor agreed to execute further papers, documents or assignments to perfect and confirm of record the interest of the trademark in Assignee, its successors and assigns;

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have 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 \$1.00, and other good and valuable consideration, and in 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.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below (effective as of the date specified above).

Assignor: DADCO DIVERSIFIED, INC.

12-11-00  
Date

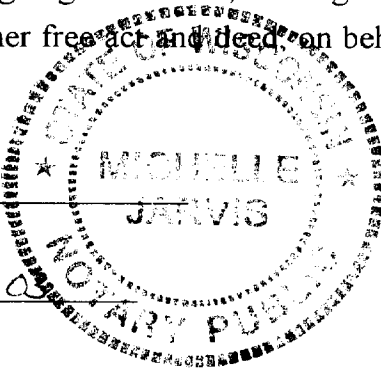
Mark Donnelly  
By: Mark Donnelly, President

State of Wisconsin )  
                                  )ss.  
County of Eau Claire )

On this 11<sup>th</sup> day of December, 2000, before me personally came Mark Donnelly, 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 or Assignor, on the day and year last written above.

Michelle Jarvis  
Notary Public

State of Wisconsin  
My Commission Expires: 3-30-03



Assignee: BERNATELLO'S PIZZA, INC.

\_\_\_\_\_  
Date

Bill Bernatello  
By: President

State of Wisconsin )  
                                  )ss.  
County of Eau Claire )

On this \_\_\_\_ day of \_\_\_\_\_, 2000, before me personally came \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_