

07-03-2001

FORM PTO-1594  
COMMERCE

U.S. DEPARTMENT OF

(7/97)

6.29.01



101766488

Patent and Trademark Office

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

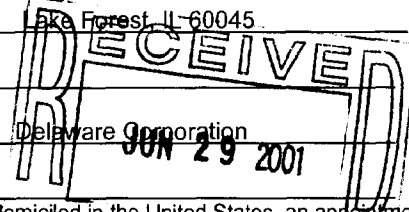
1. Name of conveying party(ies):  
LaSalle Bank National Association

Entity: National Association

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

2. Name and address of receiving party(ies):  
Name: The Popcorn Factory, Inc.  
Address: 13970 Laurel Drive  
Lake Forest, IL 60045

Entity: Delaware Corporation



3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Date: June 26, 2001

If assignee is not domiciled in the United States, an appointment of domestic representative is attached:  Yes  No

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

4. Application or Registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_ B. Trademark Registration No.(s) \_\_\_\_\_

2,077,928; 1,902,060; 1,625,092; 1,661,834; 1,532,035;  
1,490,406; 1,371,547; 1,110,635

Additional numbers attached?  Yes  No

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

**SCHIFF HARDIN & WAITE**  
Attn: Trademark Department  
P.O. Box 06079  
Chicago, IL 60606-0079

Att. Ref. No(s): 13269-0014

6. Total number of trademark applications and registrations involved: 8

7. Total Fee (37 CFR 3.41) ..... \$ 215.00


Enclosed

Any additional fees or credits are authorized to be charged to deposit account.

8. Deposit Account Number:  
19-0409

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.*

Chris L. Bollinger  6-27-01  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded and required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

07/03/2001 LHM JELLER 00000012 2077928  
01 FD:481 40.00 OP  
02 FD:482 175.00 OP

TRADEMARK  
REEL: 002323 FRAME: 0440

## QUITCLAIM ASSIGNMENT

WHEREAS, other than the security interest of LaSalle Bank National Association ("Assignor") in the Quitclaim Property (as defined below) granted pursuant to that certain Security Agreement dated as of June 29, 1999, among The Popcorn Factory, Inc. ("Assignee") and Assignor, as agent (the "Existing Security Agreement") and pursuant to that certain Amended and Restated Collateral Patent, Copyright, License and Trademark Security Agreement dated as of June 25, 2001 (the "Additional Security Agreement"), Assignor desires to convey, transfer and assign to Assignee all of Assignor's right, title, and interest in, to and under (a) the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto (the "Quitclaim Trademarks"), and (b) the license agreements listed on Schedule 2 annexed hereto (the "Quitclaim Licenses" and, together with the Quitclaim Trademarks, the "Quitclaim Property");

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor does hereby convey, transfer and assign to the Assignee, all of Assignor's right, title and interest in, to and under the Quitclaim Property, together with the goodwill of the business symbolized by the Quitclaim Trademarks, except that Assignor reserves and does not assign or terminate its security interest in the Quitclaim Property granted pursuant to the Existing Security Agreement and pursuant to the Additional Security Agreement.
2. The Assignor hereby disclaims all warranties, both express and implied, with respect to the Quitclaim Property and Assignor's rights thereto, including any warranty of title.
3. This Quitclaim Assignment shall be effective upon the filing of the Additional Security Agreement with the United States Patent and Trademark Office.
4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor and its respective heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, Assignor has executed this Quitclaim Assignment this 26th day of June, 2001.

LASALLE BANK NATIONAL ASSOCIATION

By: W. Sykstus  
Its: Assistant Vice President

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this 26 day of June, 2001, before me appeared WILLIAM SYKSTUS, who, being by me duly sworn, did say that he/she is the ASST VICE PRESIDENT of LaSalle Bank National Association and personally known to me to be the same person whose name is subscribed to the foregoing QUITCLAIM ASSIGNMENT ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from LaSalle Bank National Association and that the foregoing Assignment was a free and voluntary act and deed.

Connie J. Brinner  
Notary Public

My commission expires: 7-18-01



**Schedule 1**

**QUITCLAIM TRADEMARKS**

<b>Name</b>	<b>Status/Date of Filing</b>	<b>Owner</b>	<b>Serial Number</b>	<b>Registration Number</b>
Cornfusion	Registered July 8, 1997	The Popcorn Factory, Inc. ("TPF")	74-679,719	2,077,928
The Popcorn Factory	Registered June 27, 1995	TPF	74-527,186	1,902,060
Snack to School	Registered November 27, 1990	TPF	74-020,157	1,625,092
Snack of the Month	Registered October 22, 1992	TPF	74-020,154	1,661,834
Greeting Cans	Registered March 28, 1988	TPF	73-752,420	1,532,035
Greeting Cans	Registered May 31, 1988	TPF	73-685,639	1,490,406
The Popcorn Factory	Registered November 19, 1985	TPF	73-536,787	1,371,547
The Popcorn Factory	Registered January 2, 1979	TPF	73-144,648	1,110,635

**Schedule 2**

**QUITCLAIM LICENSES**

1. License Agreement, dated August 18, 1998, between Foster & Gallagher, Inc. and Susan Zulauf.
2. License Agreements, dated October 21, 1997, and October 29, 1993 between The Popcorn Factory and Maret Hensick d/b/a Maret's Art.
3. Oral License Agreement, dated prior to June 1991, between Foster & Gallagher, Inc. and The Design Center.
4. License Agreement, dated August 23, 1996, between The Popcorn Factory and Full Circle Studios.
5. License Agreement, dated November 17, 1997, between Foster & Gallagher, Inc. and the Tin Box the Company.
6. License Agreement, dated March 2, 1998, between The Popcorn Factory and The Edith Collection.
7. Settlement Agreement which contains a License Agreement, dated June 16, 1997, between Foster & Gallagher, Inc. and Blaise Domino d/b/a Picture Map the Company.
8. License Agreement, dated April 3, 1996, between The Popcorn Factory and Sandra Benton.
9. License Agreement, dated March 15, 1995, between The Popcorn Factory and Tome dePaola.