

08-31-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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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): 82801 The Bon-Ton Trade Corp. Individual(s) Association General Partnership Limited Partnership Corporation-State: Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Greenleaf Hospitality, Inc. Internal Address: c/o Radisson Hotel Bethlehem Street Address: 437 Main Street City: Bethlehem State: PA Zip: 18018 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State: Pennsylvania 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(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other June 1, 2001 and Addendum July 24, Execution Date: 2001 (effective June 1, 2001)

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Ratio: see attached page 2 Hess's: See attached page 2 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jane P. Long, Esquire Internal Address: FITZPATRICK LENTZ & BUBBA, P. O. Box 219 Street Address: 4001 Schoolhouse Lane City: Center Valley State: PA Zip: 18034-0219

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): \$ 140.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

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. William C. Kirkhuff, President Signature Date 8/13/01 Name of Person Signing

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

08/30/2001 TDIAZ1 00000167 0803583 01 FC:481 02 FC:482 40.00 DP 100.00 DP

TRADEMARK REEL: 002358 FRAME: 0979

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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

B. Trademark Registration No.(s)

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Registered</u>
Patio	0803583	02/08/66
Hess's	0922527	10/19/71
Hess's	0922528	10/19/71
Hess's	0923325	11/02/71
Patio	0923980	11/16/71

EXHIBIT A

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Class</u>
Hess's	922528	October 19, 1971	Restaurant Services – Class 42
Hess's	922527	October 19, 1971	Restaurant Services – Class 42
Patio	923980	November 16, 1971	Restaurant Services – Class 42
Hess's Patio	Pennsylvania registration	February 11, 1969	Restaurant Services – Class 42

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and effective as of June 1, 2001, from The Bon-Ton Trade Corp., a Delaware corporation ("Assignor") to Greenleaf Hospitality, Inc. a Pennsylvania corporation ("Assignee").

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and in consideration of the payment by Assignee of the sum of _____ the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby absolutely assigns to Assignee all of Assignor's right, title and interest in and to the trademarks listed on Exhibit A attached hereto and made a part hereof (the "Marks"), and all registrations and applications therefore, as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, now or hereafter in effect, and all of the goodwill associated with the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due on the date hereof or thereafter including, without limitation, all claims for damages or payments by reason of infringement or other unauthorized use of the Marks, with the right to sue and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (the "Assigned Property"). Assignor requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the respective Registrar of Trademarks of the Commonwealth of Pennsylvania (or such other governmental offices as are appropriate) to record Assignee as the assignee and owner thereof.

2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Marks; (ii) in the prosecution or defense of any opposition, interferences, infringement suits or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection with respect to the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (iv) in the implementation or perfection of this Assignment.

3. Assignor represents and warrants to Assignee, as a material inducement to Assignee's entering into this Assignment, that, to the best of Assignor's knowledge: (a) Assignor is the sole owner of the Marks; (b) the Marks have not been pledged or previously assigned; and (c) there are no claims, litigation or threats thereof which in any way question ownership or use of the Marks. Assignor shall release, indemnify, defend and hold Assignee, its officers, directors, shareholders and agents, harmless against any breach of the foregoing representations and warranties and against any claims that Assignee's use of the Marks infringes on any rights of another party. Except as otherwise specifically provided in this Agreement, there are no other representations or warranties made or given by Assignor with respect to the Marks.

4. This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction of the Commonwealth of Pennsylvania.

5. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns.

6. The parties shall cooperate and execute such other documents and instruments as may be necessary to accomplish the objective of this Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

THE BON-TON TRADE CORP.

By: Michael E. Gleim
Michael E. Gleim
President

GREENLEAF HOSPITALITY, INC.

By: William C. Kirkhuff
William C. Kirkhuff
President

ADDENDUM TO TRADEMARK ASSIGNMENT AGREEMENT

THIS ADDENDUM TO TRADEMARK ASSIGNMENT AGREEMENT (the "Addendum") is made this 24th day of July, 2001, effective as of June 1, 2001 by and between The Bon-Ton Trade Corp., a Delaware corporation ("Assignor") and Greenleaf Hospitality, Inc., a Pennsylvania corporation ("Assignee").

WITNESSETH:

WHEREAS, the parties hereto entered into a certain Trademark Assignment Agreement effective as of June 1, 2001 (the "Trademark Assignment"), pursuant to which Assignor assigned, inter alia, all of Assignor's right, title and interest in and to the trademarks listed on Exhibit A attached hereto and made a part hereof (the "Original Marks"); and

WHEREAS, the parties inadvertently omitted from the Trademark Assignment certain other trademarks related to the Original Marks as listed on Exhibit B attached hereto and made a part hereof (the "Additional Marks"); and

WHEREAS, Assignor acquired the Original Marks and the Additional Marks on September 30, 1994, when Hess's Department Stores, Inc. ("Hess's") assigned to Assignor all Hess's right, title and interest in the Original Marks and the Additional Marks, a copy of which assignment is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, the parties have determined that it is in their mutual best interests to modify the Trademark Assignment in accordance with the terms hereof.

NOW THEREFORE, for and in consideration of the premises, the sum of One Dollar (\$1.00) cash in hand paid, the continued performances under the Trademark Assignment as modified by this Addendum and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The foregoing recitals constitute a material part of this Agreement.
2. The Additional Marks are hereby added to and made a part of the Trademark Assignment, and accordingly, Assignor hereby assigns, subject to the terms of the Trademark Assignment and the Addendum, all of Assignor's right, title and interest in and to the Additional Marks.
3. The parties agree that the rights assigned by the Trademark Assignment and this Addendum are limited to the use of the Original Marks and the Additional Marks (collectively, the "Assigned Marks") for and in relation to Restaurant Services only, and that Assignor retains, does not assign and has not assigned to Assignee

any rights for use of the Assigned Marks for and in relation to Department Store Services.

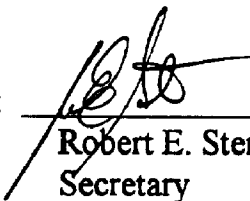
4. All other terms and conditions of the Trademark Assignment are hereby ratified and affirmed and shall remain in full force and effect as modified by this Addendum.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused this Addendum to be executed and delivered by their duly authorized officers as of the date first above written.

ATTEST:

THE BON-TON TRADE CORP.

Carol S. Shughart

By: 
Robert E. Stern
Secretary

ATTEST:

GREENLEAF HOSPITALITY, INC.

Maureen L. McElroy


By: 
William C. Kirkhuff
President

Exhibit A

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Class</u>
Hess's	922528	October 19, 1971	Restaurant Services – Class 42
Hess's	922527	October 19, 1971	Restaurant Services – Class 42
Patio	923980	November 16, 1971	Restaurant Services – Class 42
Hess's Patio	Pennsylvania registration	February 11, 1969	Restaurant Services – Class 42

Exhibit B

Additional Marks

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Class</u>
Patio	0803583	February 8, 1966	Restaurant Services – Class 42
Hess's	0923325	November 2, 1971	Restaurant Services – Class 42

Exhibit C
Assignment

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and effective as of September 30, 1994 from Hess's Department Stores, Inc., a Pennsylvania corporation ("Assignor"), to The Bon-Ton Trade Corp., a Delaware corporation ("Assignee"). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Purchase and Sale Agreement, dated the date hereof (the "Agreement"), between Assignor and The Bon-Ton Stores, Inc., pursuant to which Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trade names, service names and service marks identified and set forth on Annex A attached hereto (collectively, the "Marks") and the goodwill of the business associated with the Marks;

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and for good and valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, free and clear of any Encumbrances, and all registrations and applications therefor, as well as renewals and extensions of the

registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due on the date hereof or thereafter including, without limitation, all claims for damages or payments by reason of infringement or other unauthorized use of the Marks, with the right to sue and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (the "Assigned Property"). Assignor requests the Commissioner of Patents and Trademarks or the respective Registrar of Trademarks to record Assignee as the assignee and owner thereof.

2. Assignor and its subsidiaries and affiliates shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Marks; (ii) in the prosecution or


defense of any opposition, interferences, infringement suits or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection with respect to the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (iv) in the implementation or perfection of this Assignment.

3. Except as otherwise specifically provided in the Agreement, there are no representations or warranties made or given by Assignor with respect to the Assigned Property.

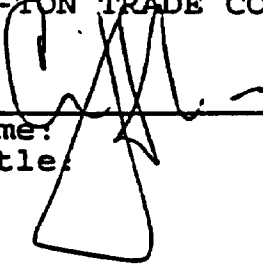
4. This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction that are applied to the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

HESS'S DEPARTMENT STORES, INC.

By: 
Name:
Title:

THE BON-TON TRADE CORP.

By: 
Name:
Title:

ANNEX A

<u>Trademark/ Servicemark</u>	<u>Registration Number</u>	<u>Date Registered</u>	<u>Class</u>
NOVELLI	1766769	4/20/93	25
NOVELLI	1683854	4/21/92	25
HAMILTON COLLECTION	1731231	11/10/92	25
HESS'S THE MARKET PLACE	1513121	11/15/88	42
J.J.'S KIDS	1554793	9/5/89	25
J.J.'S KIDS	1554794	9/5/89	25
DON DOUGLASS TRADING CO.	1562265	10/24/89	25
HESS'S	922528	10/19/71	35 & 42
HESS'S	923325	11/2/71	35 & 42
HESS'S	922424	10/19/71	25
PATIO	923980	11/16/71	42
YOU'LL FIND THE BEST OF EVERYTHING AT HESS'S	922954	10/26/91	35
HESS'S	922527	10/19/71	35 & 42
HESS'S	922202	10/19/71	5, 16, 25 & 30
PATIO	803583	2/28/66	42
NOVELLI	1076016	10/25/77	25
DON DOUGLASS	1087370	3/14/88	25
THE MARKETPLACE HESS'S	1117946	5/8/79	42
HESS'S	1122030	7/10/79	37, 39 & 42