

09-13-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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):

The Cookie Club, Inc.

8-31-01

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

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

2. Name and address of receiving party(ies)

Name: Alexander Knopfler

Internal

Address:

Street Address: 39 S. LaSalle St.

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Trustee Assignee

08-31-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #77

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See the attachment (2 pages) 19 items

Additional number(s) attached Yes No

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

Name: Alter and Weiss

Internal Address: Irwin C. Alter

Street Address: 19 S. LaSalle ST., Suite 1650

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41) \$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-1154

(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.

IRWIN C. ALTER

Name of Person Signing

Irwin C. Alter

Signature

Aug. 31, 2001

Date

Total number of pages including cover sheet, attachments, and document: 12

09/12/2001 6TOM11 00000076 1285439

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

01 FC:481
02 FC:482

40.00 DR
450.00 DR

TRADEMARK
REEL: 002365 FRAME: 0815

1. Registration No. 1,285,439 issued 7/10/1984 for the trademark:
LUNCH BOX BUDDIES.
2. Registration No. 1,314,884 issued 1/15/1985 for the trademark
TWOOKIES.
3. Registration No. 1,380,649 issued 1/28/1986 for the trademark:
INTERSWEET
4. Registration No. 1,396,010 issued 6/3/1986 for the trademark: BIG
CHEEZ
5. Registration No. 1,471,548 issued 1/15/1988 for the trademark: P B
JELLY
6. Registration No. 1,452,404 issued 8/11/1987 for the trademark:
SKYSKRAPERS and design
7. Registration No. 1,474,371 issued 1/26/1988 for the trademark:
WAFKIES
8. Registration No. 1,563,621 issued 10/31/1989 for the trademark: OLD
FASHIONED BRND CREME WAFERS (Stylized)
9. Registration No. 1,602,631 issued 6/19/1990 for the trademark:
NATURE'S WAFERS and Design
10. Registration No. 1,716,153 issued 9/15/1992 for the trademark:
HEALTH NUT
11. Registration No. 2,225,501 issued 2/23/1999 for the trademark:
HEALTH NUT
12. Registration No. 2,255,735 issued 6/22/1999 for the trademark:
KRUNCHKIES MARSHMALLOW SNAX and Design
13. Registration No. 2,295,567 issued 11/30/1999 for the trademark:
TANGO CHARLIE
14. Registration No. 2,301,759 issued 12/21/1999 for the trademark: KING
KRUNCHKIES

C:\foodcorporation\general\supp-exhibitA

15. Registration No. 1,263,784 issued 1/10/1984 for the trademark: 5 EASY PIECES.
16. Application Serial No. 74/711,865 filed 8/7/1995 for the trademark: MOTHER'S HELPER KRUNCHKIES KRISPY MARSHMALLOW SNAX
17. Application Serial No. 74/429,533 filed 8/30/1993 for the trademark: KRUNCHKIES MARSHMALLOW TREATS
18. Application Serial No. 75/520,206 filed 7/16/1998 for the trademark: COOKIE CLUB, INC.
19. Application Serial No. 75/071,096 filed 3/12/1996 for the trademark: KRUNCHKIES MARSHMALLOW SNAX.

TRUST AGREEMENT AND ASSIGNMENT
FOR THE BENEFIT OF CREDITORS
OF

The Cookie Club, Inc.

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS, is made and entered into this 22nd day of SEPTEMBER²⁰⁰⁰, by and between The Cookie Club, Inc.

an Illinois corporation, having its principal place of business at

7301 North Ridgeway, Skokie, Illinois 60076

herein referred to as ("Assignor"), and Alexander Knopfler of Chicago, Illinois hereinafter referred to as the ("Trustee-Assignee").

WITNESSETH:

WHEREAS, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debt in full, and has decided to discontinue its business, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as is established and permitted by applicable law:

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby AGREED:

1. Creation and Object of Trust. The name of this Trust shall be the Cookie Club Trust and its object shall be the orderly liquidation of the assets and property of Assignor and the distribution of the proceeds therefrom to creditors of Assignor in accordance with applicable law. Assignor hereby nominates and appoints Alexander Knopfler as Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-Assignee shall have the powers and duties hereinafter set forth, and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to, reimbursement of his attorney's fees and costs. The Trustee-Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of Alexander Knopfler, as Trustee-Assignee, then in any such event, David Abrams is hereby appointed as Successor Trustee-Assignee with all the duties, rights, and powers herein imposed upon and granted to Alexander Knopfler, as original Trustee-Assignee.

2. Transfer of Assets. Assignor does hereby grant, convey, assign, transfer, and set over the Trustee-Assignee, and his Successor Trustee-Assignee, all property and assets of Assignor, whatsoever and wheresoever situated, which are now, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, the right to receive incoming mail, if any such assets exist, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements,

inventory, parts, accessories, machinery, supplies, vehicles, documents, instruments, contracts, contract rights, leases, goodwill, general intangibles, patents, insurance premium and/or policy refunds, tradenames, trademarks, franchises, service marks, and causes of action. Title to the property and assets of Assignor shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth.

3. Powers and Duties of Trustee-Assignee. The Trustee-Assignee shall have, *inter alia*, the following powers, rights, and duties:

(a) To sell and dispose of the said assets in the most practical manner and for the highest and best price reasonably obtainable, including without limitation, the right to operate the business for a limited period of time.

(b) To collect any and all accounts receivable owing to Assignor.

(c) To sell, or otherwise dispose of, if such exists, all real property of Assignor in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of said real property and to convey title to same.

(d) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of Assignor including, but not limited to, all of its machinery, equipment, inventory, service marks, tradenames, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such sale and to advertise such sale in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other

documents necessary to convey title to Assignor's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee-Assignee hereunder for the benefit of creditors sharing in the profits from such sale.

(e) To employ attorneys, accountants, and such additional personnel to whatever extent may be necessary to handle the administrative details of this Trust, including the hiring of additional special counsel by the Trustee-Assignee should he deem it necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

(f) To require all creditors of Assignor to whom a balance is now owing to submit verified statements of their accounts.

(g) To settle any and all claims against or in favor of Assignor, with full power to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing against or in favor of Assignor.

(h) To pay the creditors of Assignor out of the monies which shall come into his hands as Trustee according to the following priorities:

(1) First, all costs for the preservation of the Trust Assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall reasonably be incurred.

(2) Second, all costs and expenses incidental to the administration of the trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the

Trustee-Assignee. These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for Assignor for such services as shall be rendered in aid of the administration of the Trust and its property.

(3) To pay such debts that are entitled by law to a priority.

(4) All federal taxes of any nature whatsoever owing as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax, and other federal income, excise, property, and employment taxes.

(5) All state and county taxes of any nature whatsoever owing as of the date of this Trust Agreement, including, but not limited to, state and county employment, property, and income taxes.

(6) Payrolls and wages owing as of the date of this Trust Agreement.

(7) With the exception of those classes set forth above, all distributions to other creditors shall be, within each class *pro rata* in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Trustee-Assignee shall make interim distributions whenever the Trustee-Assignee accumulates sufficient funds to enable him to make a reasonable distribution.

(8) The surplus, if any, of the Trust's funds, when all debts of the Trust shall have been paid in full, shall be paid and transferred to Assignor.

(i) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including, but not limited to, abandonment of the assets and property of Assignor and the distribution of the proceeds derived therefrom to the creditors of Assignor.

4. Rights of Creditors. All rights and remedies of the creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claim against Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or their security which they now hold on any property, creditors or effects of Assignor.

5. Administration of Trust. This Trust shall be administered out of court. The Trustee-Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising hereunder.

6. Liability of Trustee-Assignee. It is understood and agreed that the Trustee-Assignee is to assume no personal liability or responsibility for any of his acts as Trustee-Assignee herein, but his obligation shall be limited to the performance of the terms and conditions of the Trust Agreement, in good faith and in the exercise of his best judgment.

7. Warranties of Assignor. Assignor hereby warrants as follows:

(a) The list of creditors delivered concurrently herewith to the Trustee-

Assignee is complete and correct as reflected by the books and records of Assignor, or through its officers and directors, as to names of said creditors, their addresses and the amount due them.

(b) Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly liquidation of Assignor's assets and the collection of monies owing the Assignor, and in the distribution of said monies and the proceeds of asset sales to Assignor's creditors, if requested to do so by the Trustee-Assignee.

8. Acceptance by Trustee-Assignee. The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee-Assignee's skill, knowledge, and ability. It is understood that the Trustee-Assignee shall receive reasonable compensation for his services rendered in connection with this Trust.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

THE COOKIE CLUB, INC.
(Name of Assigning Company)

By: Stanley Weiss
Its SECRETARY

Alexander Knopfler
Alexander Knopfler
TRUSTEE ASSIGNEE

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Joellyn Morreale a Notary Public in and for the County and State aforesaid, do hereby certify that STANLEY WEISS, ^{SECRETARY} President of COOKIE CLUB, INC an Illinois corporation, appeared before me this day in person and acknowledged to me that he signed the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, pursuant to directions and resolutions passed by the Stockholders and Board of Directors of said corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 22 day of SEPTEMBER,
A. D. 199. 2000

Joellyn Morreale
Notary Public

