

8-31-01

09-13-2001

Form PTO-1594
(Rev. 03/01)
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Tab settings ⇨ ⇨ ⇨ ▼



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U.S. DEPARTMENT OF COMMERCE
U.S. 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):

Alexander S. Knopfler, not individually but as assignee for the benefit of creditors of Cookie Club, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other As Assignee for the Benefit of creditors of Cookie Club, Inc.
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Food Corporation of America, Inc.

Internal Address: _____
Address: _____

Street Address: 2156 Greenbay Road

City: Evanston State: IL Zip: 60201

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- 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

08-31-2001
U.S. Patent & TMO/TM Mail Rcpt Dt. #77

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See the attachment (2 pages) 1A items

Additional number(s) attached Yes No

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

Name: Irwin C. Alter

Internal Address: Alter and Weiss

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: 9

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

09/12/2001 6TOM11 00000077 1285439

01 FC:481
02 FC:482

40.00 DP
450.00 DP

TRADEMARK
REEL: 002365 FRAME: 0826

EXHIBIT B
(Supplement Nunc Pro Tunc Assignment)

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

15. Registration No. 1,263,734 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.

SUPPLEMENTAL NUNC PRO TUNC ASSIGNMENT

THIS SUPPLEMENTAL NUNC PRO TUNC ASSIGNMENT is made on 11th day of JUNE, 2001 as was intended by the parties for the benefit of Food Corporation of America, Inc. ("Buyer") an Illinois corporation, by Alexander S. Knopfler, ("Assignor"), not individually but as assignee for the Benefit of Creditors of Cookie Club, Inc., dated October 25th, 2000.

WHEREAS, it was the intention of the parties in the ~~Sale of Assets~~ **BILL OF SALE** dated October 25, 2000, as shown in Exhibit A, which was made by Alexander S. Knopfler, not individually but as Assignee for the benefit of Creditors of Cookie Club, Inc. to the Buyer of certain assets and goodwill which includes the trademarks and trade names identified in Exhibit ~~B~~, including the goodwill symbolized by those assets.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to assign Nunc Pro Tunc the trademarks and trade names identified in Exhibit B as follows:

1. Incorporation of the Sale Agreement.

BILL OF SALE
The ~~Sale Agreement~~, shown in Exhibit A, and its terms and provisions are attached hereto and hereby incorporated in their entirety into this Assignment. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the ~~Sale Agreement~~. **BILL OF SALE.**

2. Assignment of Trademarks.

BILL OF SALE
Pursuant to his intentions when signing the ~~Sale Agreement~~ and for other good and valuable consideration, Assignor hereby sells, assigns, transfers and grants to Buyer all of the right, title and interest in and to the trademarks and trade names identified in Exhibit B, without limitation, and all registrations and recordings thereof in the United States Patent and Trademark Office or in any similar office or agency of the United States, or in any similar office or agency of any other country or any political subdivision thereof and the goodwill of Cookie Club's business connected with and symbolized by the Trademarks, including common law rights relating to the trademarks with the right to sue for past infringement.

3. Waivers.

ANYTHING HEREIN TO THE CONTRARY NOT WITHSTANDING,
This Assignment is in the nature of a quit claim deed wherein the Assignment is only effective as to what property rights, ^{IF ANY,} that exist in Alexander S. Knopfler, not individually but as Assignee for the benefit of creditors of Cookie Club, Inc. There are no implied or expressed warranties made by assignor and assignee relating to this Supplemental Nunc Pro Tunc Assignment.

4. Severability.

The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

5. Modification.

This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

6. Binding Effect: Benefits.

This Assignment shall be binding upon Assignor and Assignee and their respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

7. Governing Law.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois.


8. Headings.

Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

9. Entire Agreement.

This Supplemental Nunc Pro Tunc Assignment, together with all Exhibits hereto, constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior written or oral understandings with respect thereto.

IN WITNESS WHEREOF, Assignor has duly executed this Nunc Pro Tunc Assignment in favor of Buyer, Food Corporation of America, Inc.



Alexander S. Knopfler, not individually, but solely as
Assignee for the Benefit of the Creditors of Cookie Club Inc.

TO THE EXTENT INCONSISTENT HEREOF

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

Alexander S. Knopfler, not individually but as Assignee for
Seller, the Benefit of Creditors of Cookie Club, Inc.

of 39 South LaSalle Street, Chicago, IL in con-
sideration of Seventy Seven Thousand, Five Hundred & 00/100 (\$77,500.00) Dollars, receipt whereof
is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer, Food Corporation
of America, Inc., of 2156 Greenbay Road, Evanston,
Illinois 60201, the following described personal property, to-wit:

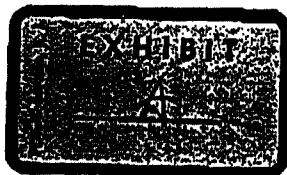
All personal property of Cookie Club, Inc. consisting of tangible property, intangible property, fixtures, patents, trademarks, trade names, goodwill, inventory, trade secrets, furniture, equipment, customer lists, raw material, packaging and labeling equipment, rights to the name "Intersweet", books and records (accounts receivable, causes of action against third parties and lease property including one used CMHC forklift are expressly excluded from sale).

ALL PROPERTY IS SOLD "AS IS, WHERE IS".

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this bill of sale. *All warranties of quality, fitness, and merchantability are hereby excluded.*

If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this bill of sale at Chicago,
Illinois this 25th day of October, 2000, pxx



[Signature] (SEAL)
[Signature] (SEAL)
ASSIGNEE

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CHEEZ
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C:\foodcorporation\general\supp-exhibitA