



Tab settings

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Mister Cookie Face, Inc.

LG  
32601

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: June 29, 2000

2. Name and address of receiving party(ies)

Name: First International Bank

Internal Address:

Street Address: 280 Trumbull Street

City: Hartford State: CT ZIP: 06103

- 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

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,846,874

Additional numbers attached?  Yes  No

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

Name: Tara A. Jones, Esq.

Internal Address:

Windels Marx Lane & Mittendorf, LLP

Street Address: 104 Carnegie Center

Suite #201

City: Princeton State: NJ ZIP: 08540

6. Total 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.

Tara A. Jones, Esq.

Name of Person Signing

*Tara A. Jones*

Signature

9/25/01

Date

Total number of pages including cover sheet, attachments, and document: 8

04-10-2001



101658626

RX LANE & MITTENDORF, LLP  
104 CARNEGIE CENTER, SUITE 201  
PRINCETON, N.J. 08540

TEL: (609) 720-0005

FAX: (609) 720-0070

NEW YORK, NY  
NEW BRUNSWICK, NJ  
STAMFORD, CT  
BONITA SPRINGS, FL

March 21, 2001

**SENT VIA CERTIFIED MAIL RRR**

U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments, CG-4  
1213 Jefferson Davis Highway  
Suite 320  
Washington, D.C. 20231

Re: Mister Cookie Face, Inc. to First International Bank  
Trademark Collateral Assignment and Security Agreement  
Trademark Registration Number: 1,846,874;  
Date Registered 7/26/94; Executed on June 29, 2000

Dear Sir/Madam:

Enclosed please find our third request for filing a Trademark Collateral Assignment and Security Agreement regarding the above referenced parties. We received a Notice of Non-Recordation from your office with document ID#: 101553394 (attached). Your office received our first request dated September 8, 2000 on September 12, 2000 and our second request dated December 7, 2000 on December 15, 2000 (as per attached letters).

Also, please advised that our firm's check (#31852) in the amount of \$40.00 in payment of your fees was enclosed with our 9/8/00 letter. I have confirmed with our accounting department that this check cleared on 10/13/00.

Thank you for your anticipated assistance in this matter. Please do not hesitate to contact the undersigned if you have any questions regarding this filing.

Thank you.

Very truly yours,

TARA A. JONES  
For the Firm

Enclosures

R0402453:3

**TRADEMARK**  
**REEL: 002378 FRAME: 0389**

*RE*  
*MRW 3/26/01*  
*1846874*

12-15-2000



101553394

300 ALEXANDER PARK  
CN 5276  
PRINCETON, NJ 08543-5276  
PHONE: 609.452.0808  
FAX: 609.452.1147

177 MADISON AVENUE  
MORRISTOWN, NJ 07960  
PHONE: 973.984.1616  
FAX: 973.984.9549

WWW.JAMIESONMOORE.COM

*MMD*  
*9.12.00*

September 8, 2000

**SENT VIA CERTIFIED MAIL RRR**

U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4  
Room 335  
Washington, D.C. 20231

Re: Trademark Collateral Assignment and Security Agreement  
Mister Cookie Face, Inc. to First International Bank

Dear Sir/Madam:

Enclosed for filing is a Trademark Collateral Assignment and Security Agreement regarding the above referenced parties. Also enclosed is this firm's check in the amount of \$40.00 in payment of your fees.

Please contact the undersigned if you have any questions regarding this filing.

Thank you.

Very truly yours,

TARA A. JONES  
For the Firm

TAJ/alc  
Enclosure

cc: James Piro, Esq.  
Stephen Innamorato, FIB

OF COUNSEL  
HERBERT FRANKLIN MOORE

09/26/2000 MTHA11 00000101 1846874  
\* CERTIFIED BY THE SUPREME COURT OF  
01 FC1481 CIVIL TRIAL ATTORNEY  
40.00 DP  
Δ ALSO ADMITTED IN DC  
✱ ALSO ADMITTED IN ME  
∞ ALSO ADMITTED IN NV  
◇ ALSO ADMITTED IN NY  
□ ALSO ADMITTED IN PA  
§ ALSO ADMITTED IN CO  
Ω ALSO ADMITTED IN GA

TAJ\5831-058\402453

## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made and entered into the 29<sup>th</sup> day of June 2000, between **MISTER COOKIE FACE, INC.**, a corporation having a mailing address at 1989 Rutgers University Boulevard, Lakewood, New Jersey 08701 ("Assignor") and **FIRST INTERNATIONAL BANK**, having a mailing address at 280 Trumbull Street, Hartford, Connecticut 06103 ("Lender").

1. To secure the complete and timely satisfaction of all obligations, indebtedness, and liabilities of Assignor to Lender, now arising or hereafter arising (collectively the "Liabilities"), Assignor hereby grants, assigns and conveys to Lender, and grants to Lender a security interest in, the entire right, title, and interest in and to the trademark application and trademark listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements and all rights corresponding thereto through the world (the foregoing is called the "Trademark"), and the goodwill of the business to which the Trademark relates.

2. Assignor covenants and warrants that:

- (a) The Trademark is subsisting and has not been adjudged invalid or unenforceable;
- (b) To the best of Assignor's knowledge, the Trademark is valid and enforceable;
- (c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark, free and clear of any liens, charges, and encumbrances, including without limitation pledges, assignments, licenses, registered-user agreements, and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark; and

3. Assignor agrees that, until all the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement or Guaranties), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender.

7. If any such Event of Default shall have occurred and be continuing, Assignor's license under the Trademark, as set forth in paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey, or elsewhere, all or from time to time any of the Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademark shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark sold, free from any right to redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to revest in Assignor full title to the Trademark, subject to any disposition thereof that may have been made by Lender pursuant hereto.

9. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the

preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, costs of discharging encumbrances or otherwise protecting, maintaining, or preserving the Trademark, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Assignor shall have the duty diligently, through counsel acceptable to Lender, to prosecute any trademark application of the Trademark pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on a registrable but unregistered Trademark, to file and prosecute opposition and cancellation proceedings, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the Trademark shall be borne by Assignor. The Assignor shall not abandon the Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

11. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs, and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph 12.

12. In the event of the occurrence of any Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute, and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers, and instruments necessary for Lender to use the Trademark, or to grant or issue any exclusive or nonexclusive license under the Trademark to anyone else necessary for Lender to assign, pledge, convey, or otherwise transfer title in or dispose of the Trademark to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending, and maintaining the Trademark.

14. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power, or privilege hereunder or

under the Loan Agreement of Guaranties shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

15. All of Lender's rights and remedies with respect to the Trademark, whether established hereby or by the Loan Agreement or Guaranties or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision should 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 Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

18. As used herein "Loan Agreement" means that agreement between Assignor and Lender of even date herewith, as the same may be amended from time to time.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the local laws of the State of New Jersey.

[intentionally left blank]

21. Assignor hereby authorizes and empowers Lender to make, constitute, and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in fact, with the power to complete Schedule A affixed hereto. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

WITNESS the execution as of the day and year first above written.

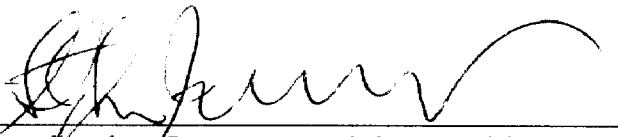
ASSIGNOR:

**MISTER COOKIE FACE, INC.**

By:   
Frank R. Koenemund, President

LENDER:

**FIRST INTERNATIONAL BANK**

By:   
Stephen Innamorato, Vice President

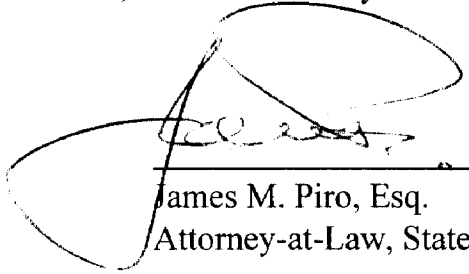
Dated: June 29, 2000



STATE OF NEW JERSEY     )  
  ) ss. \_\_\_\_\_  
COUNTY OF MERCER     )

Before me, the undersigned, this 29th day of June 2000, personally appeared **Frank R. Koenmund**, known to me to be the President of **Mister Cookie Face, Inc.**, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

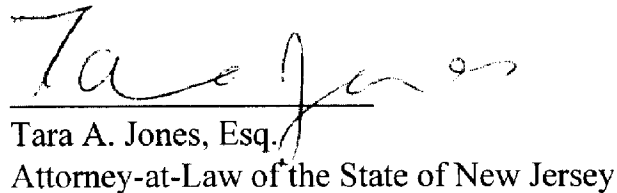


James M. Piro, Esq.  
Attorney-at-Law, State of New Jersey

STATE OF NEW JERSEY     )  
  ) ss. \_\_\_\_\_  
COUNTY OF MERCER     )

Before me, the undersigned, this 29th day of June 2000, personally appeared **Stephen Innamorato**, known to me to be the Vice President of **First International Bank**, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.



Tara A. Jones, Esq.  
Attorney-at-Law of the State of New Jersey

**SCHEDULE A**

Trademark Reg. No. 1,846,874 registered July 26, 1994.