

12/6/01

01-03-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER S  
TRADEMARKS ON

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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 Peanut Factory, Inc.  
1801 Parrish Drive, S.E.  
Rome, Georgia

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

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

3. Nature of conveyance:

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

Execution Date: 11/22/99

2. Name and address of receiving party(ies)

Name: Nutcracker Brands, Inc.

Internal

Address:

Street Address: 26 Cook Street

City: Billerica State: ME Zip: 01821

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Georgia  
☐ 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1682148;

1107449; 1342920; 1789547; 1672701

Additional number(s) attached ☐ Yes ☒ No

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

Name: Mark A. Paskar, Esq.

Internal Address: Bryan Cave LLP

Street Address: 211 North Broadway, Suite 3300

City: St. Louis State: MO Zip: 63102

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:

18-0085

DO NOT USE THIS SPACE

9. Signature.

Mark A. Paskar

Name of Person Signing

*Mark A Paskar*

Signature

12/06/01

Date

10

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

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

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02 FC:482

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PAGE 2 OF 2

TRADEMARK  
REEL: 002417 FRAME: 0399

# TRADEMARK ASSIGNMENT

WHEREAS, The Peanut Factory, Inc., a Georgia corporation, having its principal place of business at 1801 Parrish Drive, S. E., Rome, Georgia ("TPF") is the owner of the trademarks listed in the Schedule 1.1(b) attached hereto which are registered or pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, FINOVA Capital Corporation, a Delaware corporation whose address is 111 West 40<sup>th</sup> Street, New York, New York 10018 ("FINOVA"), has a security interest in the Trademarks pursuant to a Security Agreement;

WHEREAS, following a default under the Security Agreement, TPF granted FINOVA peaceful possession of its assets, including the Trademarks;

WHEREAS, under the terms of the Collateral Sale Agreement between FINOVA, TPF and Nutcracker Brands, Inc., a Georgia corporation whose address is 26 Cook Street, Billerica, Maine 01821 ("Nutcracker"), FINOVA, in a secured party private sale under the Uniform Commercial Code, has caused the sale of the Trademarks to Nutcracker.

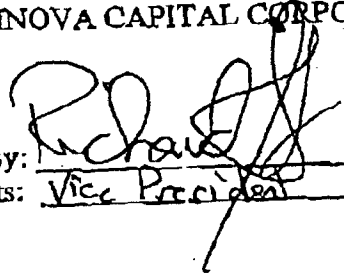
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, FINOVA and TPF hereby assign to Nutcracker, (i) all right, title and interest in and to the property listed in the SCHEDULE 1.1(b) attached hereto and the goodwill of the business represented by the aforementioned property and (ii) all right, title and interest in and to any trademarks TPF owns or has rights to, and the goodwill of the business represented by such property, in any jurisdiction outside the United States.

IN WITNESS WHEREOF, FINOVA and TPF have caused this Assignment to be executed by its corporate officers thereunto duly authorized as of this 22<sup>nd</sup> day of November 1999.

THE PEANUT FACTORY, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FINOVA CAPITAL CORPORATION, INC.

By:   
Its: Vice President

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## BILL OF SALE

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned FINOVA Capital Corporation ("FINOVA") hereby sells, assigns and sets over to Nutcracker Brands, Inc. (the "Buyer") all of its rights, title and interest in and to the assets described herein (the "Assets"). FINOVA's sale and assignment hereunder is made subject to the Agreement dated as of November 19, 1999 between FINOVA, the Buyer and The Peanut Factory, Inc. (the "Collateral Sale Agreement") and, except as otherwise provided in the Collateral Sale Agreement, is without representation or warranty of any kind of nature and without recourse. The Assets are:

(i) (A) the trademarks, trade names, and service marks, and registrations and applications for such trademarks, trade names, and service marks that are listed on this Schedule 1.1(b) hereto and (B) the common law trademarks, service marks and copyrights and package designs, advertising and promotional materials, copyrights, corporate names, internet domain names, logos, designs and unique product configurations, and copyrights which are used in or otherwise associated with the business, along with the goodwill associated with the property referred to in this subparagraph;

(ii) a list of the TPF's customers during the eighteen months previous to the date hereof, including the quantity of products sold, the prices at which products were sold during the same period, and the name of the key contact at each customer listed; and

(iii) the equipment listed on Schedule 1.1 annexed hereto.

Dated: New York, New York  
November 22, 1999

FINOVA CAPITAL CORPORATION

By: 

Richard Stern, Vice President