

03-28-2002

2 SHEET

Docket No.:



ONLY

71909.90020

Tab settings

To the Honorable Commissioner

102034049

and the attached original documents or copy thereof

1. Name of conveying party(ies):

F.S. Carbon Company, Inc.

3-18-02

2. Name and address of receiver

Name: New Carbon Comp

03-18-2002

Internal Address:

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Street Address: 4101 William Richardson Drive

City: South Bend State: IN ZIP: 46628

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: June 12, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,209,163

Additional numbers

Yes No

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

Name: Eric J. Groen

Internal Address: Baker & Daniels

Street Address: 205 West Jefferson Blvd., Suite 250

City: South Bend State: IN ZIP: 46601

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:

02-0387

DO NOT USE THIS SPACE

03/28/2002 6TON11 00000008 1209163

01 FC:461

40.00 DP

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.

Eric J. Groen

Name of Person Signing

Signature

March 8, 2002

Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK

REEL: 002470 FRAME: 0472

AGREEMENT FOR ASSIGNMENT OF TRADEMARK



03-18-2002

U.S. Patent & TMOs/TM Mail Rept Dt. #26

THIS AGREEMENT is made as of the 12th day of June, CARBON COMPANY, INC., a Michigan corporation ("Assignor") and NEW CARBON COMPANY, INC., a Maryland corporation ("Assignee") with reference to the following facts:

- A. Assignor is the owner of the trademarks described on Exhibit A, attached hereto (the "Trademarks");
- B. Contemporaneously herewith Licensor and Licensee are parties to an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") pursuant to which Assignor is selling and transferring to Assignee certain assets of Assignor used in connection with the manufacture of malted flour (the "Products") which are identified by the Trademarks; and
- C. Assignor wishes to assign the Trademarks to Assignee and Assignee wishes to accept such assignment.

THEREFORE, the parties agree as follows:

- 1. Assignment. In consideration for the obligations undertaken by Assignee under the Asset Purchase Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, the Registrations (hereinafter described), and all goodwill annexed to the Trademarks.
- 2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:
 - a. Exhibit A sets forth (i) a true and accurate identification of each registered and unregistered trademark, service mark, trade name and slogan, and each registration and application for any of the foregoing (collectively, the "Registrations");
 - b. Assignor is the owner of all right, title and interest in and to each item of the Trademarks and Registrations, free and clear of all liens and encumbrances;
 - c. There have not been any claims actions or judicial or other adversary proceedings involving the Assignor concerning any of the Trademarks or Registrations and to the best knowledge of Assignor, no such action or proceeding is threatened;
 - d. Assignor has the exclusive right and authority to use each of the Trademarks in connection with the manufacture, sale and advertising of the Products, and such use did not and will not conflict with, infringe upon, or violate any patent or other proprietary right of any other person;

e. There are no licenses or rights current in effect in favor of any third party to use the Trademarks; and

f. All Registrations were properly issued by the relevant authorities and there is no pending or (to the best of Assignor's knowledge) threatened claim, action, suit, investigation or proceeding of any kind challenging, alleging or asserting that any Registration was improperly or invalidly granted or is otherwise invalid.

3. Assignments. Each of the parties shall execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out such assignments.

4. Miscellaneous.

a. This Agreement and the Purchase Agreement (including the exhibits hereto and thereto) and the agreements, documents and instruments to be executed and delivered pursuant hereto or thereto are intended to embody the final, complete and exclusive agreement among the parties with respect to the Trademarks; are intended to supersede all prior agreements, understandings and representations written or oral, with respect thereto; and may not be contradicted by evidence of any such prior or contemporaneous agreement, understanding or representation, whether written or oral.

b. This Agreement is to be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of law principles thereof. Any suit brought hereon [any and all legal proceedings to enforce this Agreement, or to enforce or vacate any judgment or awarded rendered therein], whether in contract, tort, equity or otherwise, shall be brought in the state or federal courts sitting in the State of Maryland, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, on the day and year first above written, intending to be legally bound hereby.

WITNESS/ATTEST:

F.S. CARBON COMPANY, INC.

Richard J. Emery

By: Donald A. Carbon (SEAL)
Donald A. Carbon, President

-Assignor-

[Signature]

NEW CARBON COMPANY, INC.

By: David Jenkins (SEAL)
David Jenkins

-Assignee-

Richard J. Emery

[Signature]

STATE of INDIANA
COUNTY of ST. JOSEPH

DATE: JUNE 12, 1998

THESE PERSONALLY APPEARED BEFORE ME THE ABOVE-NAMED DONALD A. CARBON, PRESIDENT of F.S. CARBON COMPANY, INC., AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THE FREE ACT AND DEED of SAID CORPORATION

[Signature]
CHRISTOPHER J. LYNETT, Notary Public, BOZEMAN COUNTY, MONTANA
ACTING IN ST. JOSEPH COUNTY, INDIANA

MY COMMISSION EXPIRES
5-1-2000

Prepared in the office of
Kelley and Roxey P.C.
J.J. Roxey, Attorney (P31099)
107 Main Street
Buchanan, MI 49107
616-695-6331

F.S. CARBON TRADEMARKS

TRADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATION NUMBER
ARBON'S	CANADA	577,623	357,473
ARBON'S	GREAT BRITAIN	1,300,454	1,313,454
MALTED AND DESIGN	GREAT BRITAIN	1,263,703	1,263,703
ASA WAFFLE	ITALY	40004-C/88	513,579
MALTED	ITALY	40-981-D/84	427,147
WAFFLE HOUSE	ITALY	40006-C/88	513 581
MALTED	ALASKA		1202
MALTED	ALABAMA		100684
MALTED	ARKANSAS		132-81
MALTED	ARIZONA		20963
MALTED	CALIFORNIA		64079
MALTED	COLORADO		T19754
MALTED	CONNECTICUT		5219
MALTED	DELAWARE		117-12
MALTED	FLORIDA		905423
MALTED	GEORGIA		T4509
MALTED	HAWAII		57896
MALTED	IOWA		3930
MALTED	IDAHO		9100
MALTED	ILLINOIS		29,569
MALTED	INDIANA		5000-294
MALTED	KANSAS		
MALTED	KENTUCKY		04697
MALTED	LOUISIANA		
MALTED	MASSACHUSETTS		46907

ADEMARK	COUNTRY	SERIAL NUMBER	REGISTRATION NUMBER
MALTED	MARYLAND		92-7504
MALTED	MAINE		800192T
MALTED	MICHIGAN		
MALTED	MINNESOTA		215
MALTED	MISSOURI		117
MALTED	MISSISSIPPI		M-308
MALTED	MONTANA		12677
MALTED	NORTH CAROLINA		
MALTED	NORTH DAKOTA		11467
MALTED	NEBRASKA		TM10559
MALTED	NEW HAMPSHIRE		
MALTED	NEW MEXICO		14722
MALTED	NEVADA		
MALTED	NEW JERSEY		
MALTED	NEW YORK		R-21051
MALTED	OHIO		1054
MALTED	OKLAHOMA		17203
MALTED	OREGON		7858
MALTED	PENNSYLVANIA		81-52,961
MALTED	RHODE ISLAND		76-4-29
MALTED	SOUTH CAROLINA		686
MALTED	SOUTH DAKOTA		
MALTED	TENNESSEE		
MALTED	TEXAS		39283
MALTED	UTAH		25372

ADÉMARK	COUNTRY	SERIAL NUMBER	REGISTRATION NUMBER
ALTED	VIRGINIA		
ALTED	VERMONT		3308
ALTED	WASHINGTON		9981-R
ALTED	WEST VIRGINIA		
ALTED	WYOMING		3133
ALTED AFFLES OF INGLAND	UNITED KINGDOM	1267140	1267140
ARBON'S	UNITED STATES	774,221	1,554,949
ONE FLOUR	UNITED STATES	548,557	1,386,387
ESIGN OF TWO BLONG LOOPS	UNITED STATES	646,652	1,496,931
OLDEN ALTED	UNITED STATES	198,452	1,169,494
UGGED I	UNITED STATES	143,321	1,161,779
UGGED III	UNITED STATES	143,536	1,135,681
VAFFLE HOUSE OF AMERICA	UNITED STATES	152,350	1,209,163

TRADEMARKS	EXPIRATION DATES			
	REGISTRATION #	RENEW BY	EXPIRATION	MAILED OUT
MA	100684	1/28/01	7/28/01	
A	1201	1/27/01	7/27/01	
IA	20863	11/2/01	5/2/02	
SAS	13281	4/15/01	10/15/01	
ORNIA	64079	1/21/01	7/21/01	
CONNECTICUT	5219	11/6/01	5/6/02	
VARE	TM117-12	4/24/97	7/11/07	
R	T-18754	1/10/01	7/10/01	
JA	905423	8/26/02	2/26/03	
GIA	T-4509	1/30/01	7/30/01	
II	132879	2/6/01	8/6/01	
	9100	1/10/01	7/10/01	
IS	49498	8/5/00	2/5/01	
IA	5000-294	2/15/05	8/15/05	
	3930	4/24/02	10/24/02	
AS	MALTED	1/28/01	7/28/01	
UCKY	8702	1/28/01	7/28/01	
IANA	MALTED	1/27/01	7/27/01	
	19800182M	6/30/00	12/31/00	
LAND	1992-7504	8/27/02	2/27/03	
MASSACHUSETTS	46907	12/10/01	6/10/02	
IGAN	M08-020	8/8/01	2/8/02	
ESOTA	215	11/24/00	4/24/01	
ISSISSIPPI	M-308	8/4/01	1/4/02	
OURI	117	4/27/02	10/27/02	
TANA	16414-66-(07)	1/27/01	7/27/01	
ASKA	10559	1/10/01	7/10/01	
ADA	VOL.17 PG.141	1/13/01	7/13/01	
VERMONT	VOL.65 PG.53	1/27/02	7/27/02	
NEW JERSEY		4/30/97		
NEW MEXICO	MALTED	1/27/01	7/27/01	
NEW YORK	R-21051	6/12/02	12/12/02	
SOUTH CAROLINA	MALTED	9/9/00	2/9/01	
SOUTH DAKOTA	11467	2/7/01	8/7/01	
O	95022720901	2/11/05	8/5/05	
OHIO	28373	3/30/06	9/30/06	
OREGON	7858	4/30/02	10/31/02	
PENNSYLVANIA	765203	1/28/01	7/28/01	
RHODE ISLAND	760429	4/1/06	10/1/06	
SOUTH DAKOTA	217.031	1/27/01	7/27/01	
TENNESSEE	BOOK #89 PG.2	1/29/01	7/29/01	
KANSAS	39283	4/26/01	10/26/01	
MAINE	25372	1/11/01	7/11/01	
MONTANA	3308	7/29/01	1/29/02	
VIRGINIA	MALTED	1/30/01	7/30/01	
WASHINGTON	10914	4/9/03	10/9/03	
WYOMING	3733	1/14/01	7/14/01	