

06-07-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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J.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): Harrison Group, Inc. 5.30.02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State DE
Other
Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)
Name: Pechter's Baking Group LLC
Internal Address:
Street Address: 840 Jersey Street
City: Harrison State: NJ Zip: 07029
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other N.J. Limited Liability Company
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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: May 27, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,934,773
Additional number(s) attached Yes [X] No

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41) \$ 40.00
[X] Enclosed
Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Barry Werbin, Esq.
Internal Address:
Street Address: 2 Park Avenue
City: New York State: NY Zip: 10016

8. Deposit account number:
OFFICE OF RECORDS
FINANCE SECTION
MAY 29 AM 8:12

DO NOT USE THIS SPACE

9. Signature: Barry Werbin Name of Person Signing
Signature Date: May 29, 2002
Total number of pages including cover sheet, attachments, and document: 4

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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TRADEMARK REEL: 002519 FRAME: 0425

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (the "Trademark Assignment") dated as of May 27, 1999 by and between THE HARRISON GROUP, INC., a Delaware corporation ("Assignor"), and PECHTER'S BAKING GROUP L.L.C., a New Jersey limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain asset purchase agreement dated MAY 27, 1999 ("Asset Purchase Agreement");

WHEREAS, in connection with the Asset Purchase Agreement Assignor agrees to sell, assign and transfer to Assignee certain trademarks and Assignee agrees to accept and receive the assignment of such trademarks; and

WHEREAS, capitalized terms used herein without definition have the meanings respectively assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets by Assignor to Assignee and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Proprietary Rights. Assignor hereby transfers, conveys, delivers and assigns to Assignee and Assignee hereby receives and accepts from Assignor all of Assignor's rights, title, obligations and interest in and to the trademarks (including any registration thereof and applications therefor), set forth on Exhibit A hereto (the "Trademarks").

2. Further Assurances. Assignor hereby warrants and represents to Assignee that Assignor owns all rights, title and interest in and to the Trademarks. Assignor further warrants and represents that Assignor has all the necessary rights to enter into this Agreement and to assign the Trademarks to Assignee free and clear of all Encumbrances, except for Permitted Encumbrances. Assignee and Assignor agree to use reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, regulations or otherwise, to consummate and make effective the transactions contemplated by this Trademark Assignment.

3. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignor and their respective successors and assignees, any rights, remedies, obligations or liabilities hereunder or by reason hereof.

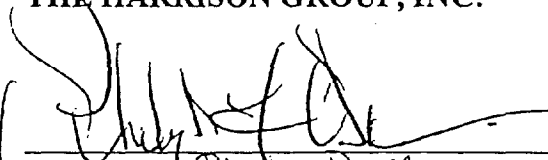
4. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by both parties hereto.

5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New Jersey. Any and all disputes arising under this Trademark Assignment shall be resolved exclusively in the federal or state courts located in New Jersey. Each of the parties hereto hereby consents to the exclusive jurisdiction (personal and subject matter), and the exclusive venue of the federal and state courts located in New Jersey.

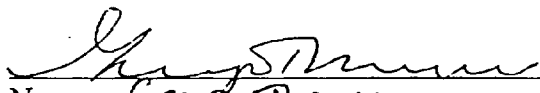
6. Conflicts. This Trademark Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event that any provision hereof conflicts with any provision of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be deemed to correctly evidence the intentions of the parties.

IN WITNESS WHEREOF, each party hereto has executed this Trademark Assignment on the date and year first above written.

THE HARRISON GROUP, INC.

By: 
Name: Philip Anderson
Title: (FC)

PECHTER'S BAKING GROUP, L.L.C.

By: 
Name: George Thomas
Title: Manager