

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0047 (exp 5/31/2002)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Guy's Acquisition Company LLC

- 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 19, 2001

2. Name and address of receiving party(ies)

Name Incito Group LLC

Internal Address \_\_\_\_\_  
Address \_\_\_\_\_

Street Address 3735 Utah

City: St. Louis State: MO Zip: 63116

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Missouri
- 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)  
**SEE ATTACHED**

Additional number(s) attached  Yes  No

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

Name: Robert J. Lewis  
Blackwell Sanders Peper Martin

Internal Address \_\_\_\_\_

Street Address: 20 Olive Street - 24th Floor

City: St. Louis State: MO Zip: 63101

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed
- Authorized to be charged to deposit account with any additional amount required.

8. Deposit account number

11-0160

(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.*

Robert J. Lewis  
Name of Person Signing

Robert J. Lewis  
Signature

Aug 22, 2002  
Date

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

SCHEDULE A  
TRADEMARK REGISTRATIONS

Trademark	U.S. Registration No.	Date Registered
GUY'S (stylized)	522,372	3-14-50
SNACK TIME (stylized)	930,102	2-29-72
CORNIES	747,942	4-9-63
KRUN-CHEE and design	771,219	6-9-64
KRUN-CHEE and design	1,398,716	6-24-86
SNACK TIME and design	1,417,593	11-18-86
GUY'S	1,501,501	8-23-88
GUY'S and design	1,501,503	8-23-88

**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") is made and entered into effective as of June 19, 2001, ("Effective Date"), by and between Guy's Acquisition Company LLC, a Delaware limited liability company ("Assignor") and Incito Group LLC, a Missouri limited liability company ("Assignee"). This assignment supplements the Bill of Sale dated June 19, 2001 as it regards the assignment of marks by Assignor to Assignee.

WHEREAS, Assignor is the owner of all rights in the marks shown on Schedule A (the "Marks");

WHEREAS, Assignee is desirous of obtaining all right, title and interest in and to the Marks and other marks used and/or owned by Assignor (also included in the term "Marks" hereinafter) together with the goodwill of the business in connection with which the Marks are used; and

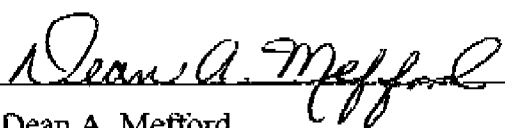
WHEREAS, Assignor is desirous of transferring all its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, for the United States, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and recordation of this Assignment.

IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

Guy's Acquisition Company LLC

By: 

Name: Dean A. Mefford

Title: Chairman: Steering Committee  
General Products and Services

**BLACKWELL SANDERS PEPER MARTIN**

720 OLIVE STREET SUITE 2400 ST LOUIS, MO 63101  
TEL: (314) 345-6000 FAX: (314) 345-6060  
WEBSITE: www.blackwellsanders.com

**FACSIMILE COVER SHEET**

**DATE:** August 22, 2002

**TIME:**

<u>RECIPIENT</u>	<u>FAX NUMBER</u>	<u>COMPANY/FIRM NAME</u>	<u>PHONE NUMBER</u>
Assignment Branch	(703) 306-5995	U.S. Patent and Trademark Office	

**FROM:** Marcia Burdick, Intellectual Property  
Paralegal

**DIRECT DIAL:**

**DIRECT FAX:**

**OPERATOR:** mrb

**EXT. NO.:** 6699

**BILLING CODE:** 718061.4

**TOTAL # OF PAGES:** 4

**MESSAGE:** Please bill our deposit account as noted on the Recordation Cover Sheet.

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**TRADEMARK**

**RECORDED: 08/22/2002**

**REEL: 002531 FRAME: 0295**