

09-06-2002



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

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

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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): Dadco Diversified, Inc. 9.4.02 P.O. Box 1107 Eau Claire, WI 54702-1107 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other

2. Name and address of receiving party(ies) Name: Bernatello's Pizza, Inc. Internal Address: Street Address: P.O. Box 729 City: Maple Lake State: MN Zip: 55358 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Minnesota [] Other

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: October 30, 2001

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) 75/784,078 75/871,984 B. Trademark Registration No.(s) Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Anthony J. Bourget Internal Address: Street Address: 1119 Regis Ct., Suite 1B P.O. Box 81 City: Eau Claire State: WI Zip: 54702-0081

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 65.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS FINANCIAL SECTION 8-23-02 2:07 PM

DO NOT USE THIS SPACE

9. Signature. Anthony J. Bourget Name of Person Signing [Signature] Signature 8-23-02 Date [3] 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

09/06/2002 GTOM11 00000019 75784078 40.00 DP 25.00 DP

TRADEMARK REEL: 2576 FRAME: 0151

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT is made effective as of October 30, 2001, between Dadco Diversified, Inc. ("Assignor"), a Wisconsin corporation with offices at 2715 Hogarth Street, Eau Claire, WI 54703 and Bernatello's Pizza, Inc., a Minnesota corporation, with an address at 220 Congress St., Maple Lake, MN 55358 ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the following trademark registrations, applications and related trademarks:

MARK	Reg/App No.
FRESH RISE	75/784,078
FRESH RISE BAKERY	75/871,984
	1,987,239
FRESH RISE NATURAL BAKERY	
FRESH RISE NATURAL BAKERY and Design	1,982,155
MAGIC BAKING WHEEL	2,043,384
THIN RISE	2,064,831
WAKE 'N BAKE	2,184,239
NUF-STUFF Wisconsin State Registration	Registered 5/7/1986
NUF-STUFF Wisconsin State Registration	Registered 1/29/1986
NUF_STUFF Wisconsin State Registration	Registered 1/29/1986

(Hereinafter the "Trademarks").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith.

WHEREAS, this assignment is being made to Assignee as a successor of Assignor's business, or portion of the business, to which the Trademarks pertain.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the business and goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for future infringements thereof.

2. Acceptance of Assignment. Assignee hereby accepts the foregoing assignment.

3. Miscellaneous.

a. Controlling Law. This Assignment Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of Wisconsin.

b. Binding Nature of Agreement. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the date first written above.

DADCO DIVERSIFIED, INC.

By: Mark Donnelly
Name: Mark Donnelly
Title: President

Sworn to and Subscribed
Before me this 18 day of
July, 2002.

Patricia Olson
Notary Public exp Date 6-13-04

BERNATELLO'S PIZZA, INC.

By: [Signature]
Name: _____
Title: _____