

Form PTO-1594
(Rev 03/01)
OMB No. 0651-0027 (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).

Incito Group, 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: September 28, 2001

2. Name and address of receiving party(ies)

Name: Incito Capital Group LLC

Internal _____

Address: _____

Street Address: 3735 Utah

City: St Louis State: MO Zip: 63116

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

It 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:

Robert J. Lewis

Name: Blackwell Sanders Peper Marn

Internal Address: _____

Street Address: 720 Olive Street - 24th Floor

City: St. Louis State: MO Zip: 63101

6. Total number of applications and registrations involved.

15

7. Total fee (37 CFR 3.41)

\$ 390.00

- Enclosed
- Authorized to be charged to deposit account

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

11/21/02

Date

Total number of pages including cover sheet, attachments, and document: 3

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

**ATTACHMENT
TRADEMARK REGISTRATION NUMBERS**

<u>Trademark</u>	<u>Registration Number</u>
KRUN-CHEE	717,649
SPIRALS	1,942,587
GOOD FOOD FOR GOOD TIMES	1,198,111
KRUN-CHEE	1,713,958
CHEESE O'S	2,056,243
KAS	748,855
GUY'S	2,066,755
SNACK TIME!	1,778,228
WHEN YOU GET THE ITCH FOR CHIPS, DON'T FORGET THE GUY'S	2,149,714
DON'T FORGET THE GUY'S	2,155,418
RANCH FRIES	1,321,015
CORNIES	1,370,426
POP CORN	1,406,970
AS ALWAYS FRESH WHOLESOME AND DELICIOUS	648,663
KITTY CLOVER	362,575

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into effective as of September 28, 2001, ("Effective Date"), by and between Incito Group LLC, a Missouri limited liability company ("Assignor") and Incito Capital Group LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all rights in the marks shown on Schedule A (the "Marks") and other marks used and/or owned by Guy's Acquisition Company LLC (also included in the term "Marks" hereinafter) by way of an assignment by bill of sale and a NUNC PRO TUNC TRADEMARK ASSIGNMENT dated June 19, 2001;

WHEREAS, Assignor assigned the marks listed in Schedule A to Assignee by way of assignment dated September 28, 2001;

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 that was not already assigned by the assignment dated September 28, 2001.

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 that was not already assigned by the assignment dated September 28, 2001, 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.

Incito Group LLC

By: 

Name: MARK H. STISSER

Title: Managing Director