

FORM PTO-1584 (Modified)
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

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):

Cloverdale Foods, Inc.
226 Connecticut Avenue
Lorain, Ohio 94052

- Individual(s)
- General Partnership
- Corporation-State **Ohio**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: **November 18, 2002**

2. Name and address of receiving party(ies):

Name: **Mother's Cake & Cookie Co.**

Internal Address:

Street Address: **810-81st Avenue**

City: **Oakland** State: **CA** ZIP: **94621**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **California**
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,646,513

Additional numbers

Yes No

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

Name: **Carol A. Genis, Esq.**

Internal Address:

Bell, Boyd & Lloyd LLC

Street Address: **P.O. Box 1135**

City: **Chicago** State: **IL** ZIP: **60690**

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:

02-1818

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.

Carol A. Genis, Esq.

Name of Person Signing

Signature

January 23, 2003

700022959

Total number of pages including cover sheet, attachments and

TRADEMARK

REEL: 002600 FRAME: 0283

ASSIGNMENT AGREEMENT

This Assignment is effective as of November 18, 2002 ("Effective Date"), and is from **Clovervale Foods, Inc.**, a corporation formed under the laws of the State of Ohio, having a principal place of business as 226 Connecticut Avenue, Lorain, Ohio, U.S.A., 94052 (hereinafter referred to as the "Assignor"), to **Mother's Cake & Cookie Co.**, a corporation formed under the laws of the State of California, having a principal place of business at 810 - 81st Avenue, Oakland, California, U.S.A. 94621 (hereinafter referred to as the "Assignee").

WITNESSETH THAT:

WHEREAS, Assignor has continuously used the trademark **CIRCUS CRITTERS** (hereinafter referred to as the Trademark") in connection with cookies since at least as early as July 1, 2001, and is the owner of all right, title and interest in and to the Trademark and all rights existing therein at common law, and in and to the goodwill of the business relating thereto; and

WHEREAS, Assignee wishes to acquire from the Assignor all right, title and interest in and to the Trademark including without limitation any and all applications or registrations therefore including U.S. Trademark Registration No. 2,646,513, together with the good will of the business associated with the use of and symbolized by the Trademark and all other rights, priorities, and duties pertaining to ownership of the Trademark, including the right to recover for past infringement thereof;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the premises and the covenants contained in this Agreement, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Assignor by these presents does hereby sell, transfer, bequeath, convey and assign unto Assignee its entire right, title and interest in and to the Trademark including without limitation, U.S. Trademark Registration No. 2,646,513, all common law rights therein, together with the goodwill of the business associated with the use of and symbolized by the Trademark, and the right to sue for, settle, or release any past, present or future infringements and misuses thereof, the right to claim all rights and priority thereunder, the same to be held and enjoyed by Assignee, its successors and assigns.

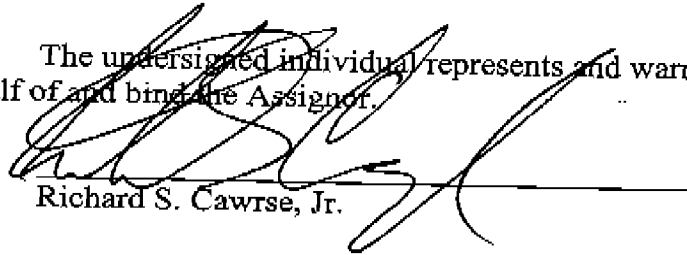
Assignor agrees to execute and deliver at the request of Assignee, its successors and assigns, without further consideration, all further documents necessary to effectuate the intent of this Agreement.

Assignor further expressly represents and warrants that the rights assigned pursuant to this Agreement represent all of its claimed rights in and to the Trademark (or any similar term or variation or derivative thereof) in any state, country, territory or jurisdiction throughout the world, and that none of such rights have previously been assigned, transferred, conveyed or licensed in whole or in part to any other person or entity.

Assignor acknowledges that full title and exclusive ownership of the Trademark is vested in Assignee by virtue of this Agreement, and that all past and future goodwill derived from Assignor's use of the Trademark inures to the benefit of Assignee, its successors and assigns.

Assignor covenants and agrees that it will at any time upon request by Assignee, its successors or assigns, communicate any facts relating to the Trademark and the history of use thereof, known to the Assignor, and Assignor will provide, at Assignee's expense, all necessary assistance in the protection, maintenance and defense of Assignee's rights in the Trademark, including by way of example and without limitation, in the form of written and/or oral testimony in connection with any application for registration of the Trademark or any litigation, administrative or other proceeding concerning or relating to past and future use of the Trademark.

The undersigned individual represents and warrants that he has the full authority to act on behalf of and bind the Assignor.

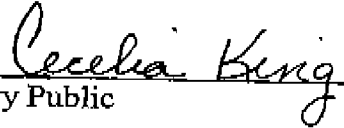
By: 
Richard S. Cawse, Jr.

Title: President, Clovervale Foods, Inc.

Date: Nov. 18, 2002

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

On this 18 day of November 2002, before me personally appeared Richard S. Cawse, Jr., to me known and known to me to be the President of the above-named corporation, who duly acknowledged the signing of the foregoing instrument to be a voluntary act and deed, and who executed the same, with full power and authority to do so, and for the purposes therein specified.


Notary Public

CECELIA KING
NOTARY PUBLIC, State of Ohio
My Commission Expires June 28, 2003

My Commission Expires: _____