

10/18/02

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Form PTO-1594

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Tab settings

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U.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):

NICOLA PRODUCTS LTD
9912 LOUGHEED HIGHWAY
BURNABY, BRITISH COLUMBIA, CANADA

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other CANADIAN CORPORATION

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 12/28/2000

2. Name and address of receiving party(ies)

Name: WM. WRIGLEY JR. COMPANY

Internal

Address:

Street Address: 410 NORTH MICHIGAN AVENUE

City: CHICAGO State: IL Zip: 60611

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State DELAWARE
☐ 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) 75/781,865

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: JACK NIMZ

Internal Address: WM. WRIGLEY JR. COMPANY

Street Address: 410 NORTH MICHIGAN AVENUE

City: CHICAGO State: IL Zip: 60611

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:

23-3265

DO NOT USE THIS SPACE

9. Signature.

JACK NIMZ

Name of Person Signing

Signature

10/18/2002

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

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TRADEMARK
REEL: 002607 FRAME: 0004

TRADEMARK ASSIGNMENT

This Agreement is by and between Nicola Products Ltd. having an address of 9912 Lougheed Highway, Burnaby, British Columbia, Canada ("NICOLA") and Wm. Wrigley Jr. Company having an address of 410 N. Michigan Avenue, Chicago, Illinois, U.S.A. ("WRIGLEY").

WHEREAS, NICOLA has rights to the trademark THIN ICE for use in connection with confectionery products, including mints ("The Mark"), in the U.S. and Canada, including but not limited to common law rights and pending trademark applications in the U.S. (App. No. 75/781865) and Canada (App. No. 1015666);

WHEREAS, WRIGLEY desires to acquire any and all right, title and interest in The Mark which NICOLA may have, throughout the world, including the U.S. and Canada;

WHEREAS, NICOLA is willing to sell, assign and transfer to WRIGLEY any and all rights that NICOLA has created through its use of TheMark and any other rights which NICOLA has to The Mark in connection with confectionery products, including all goodwill associated therewith, as well as all rights in any trademark applications filed for The Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NICOLA hereby sells, assigns, sets over and transfers to WRIGLEY the entire right, title, and interest in and to The Mark for use with confectionery products, together with all goodwill associated therewith, including but not limited to its pending U.S. trademark application (App. N o. 75/781865) and pending Canadian trademark application (App. No. 1015666).
2. WRIGLEY agrees to pay a one-time lump sum payment of US\$50,000 (fifty thousand United States dollars) at the time of delivery of this Agreement executed by NICOLA and delivered to WRIGLEY.
3. NICOLA agrees not to challenge, or assist others in challenging, through an opposition proceeding, cancellation proceeding, interference proceeding, lawsuit or otherwise, WRIGLEY's worldwide right to use or register the THIN ICE mark in connection with confectionery products.
4. NICOLA agrees to cooperate to permit worldwide registration of The Mark by WRIGLEY, and to execute such documents as may be reasonably requested by WRIGLEY in furtherance of such registrations, at no expense to NICOLA.

5. WRIGLEY agrees to allow NICOLA to sell off its existing inventory of goods bearing the THIN ICE mark for up to six months following execution of this Agreement. The parties agree that any manufacturing or selling of goods bearing the THIN ICE mark after six months from the date of execution of this Agreement by NICOLA shall constitute trademark infringement.
6. This Agreement contains the entire Agreement between the parties on this matter, and any amendment to this Agreement must be agreed to in writing signed by the respective authorized representatives of both parties to be effective.
7. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, affiliates and assigns.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by execution of this Agreement by their respective authorized representatives.

NICOLA PRODUCTS LTD.

By: 

Date: 7 December 2000

WM. WRIGLEY JR. COMPANY

By: 

Date: DEC. 28, 2000