

01-17-2003

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102341024

To the Honorable Commissioner of Patents and Trademark

by thereof.

1. Name of conveying party(ies):

Christopher C. Marshall

1-14-03

receiving party(ies):

Name: Clabber Girl Corporation

Internal Address: _____

Street Address: 900 Wabash Avenue

City: Terre Haute State: Indiana Zip: 47807

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State of Indiana

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

Additional name(s) of conveying parties(ies) attached: Yes No

3. Nature of Conveyance:

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

Execution Date: January 3, 2003

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

A. Trademark Application No.(s)

76/455,336; 76/455,338 and 76/455,348

B. Trademark registration No.(s):

Additional numbers attached? Yes No

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

Name: Rachel L. St. Peter

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): 300.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(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.

Rachel L. St. Peter
Name of Person Signing

Rachel St. Peter
Signature

1/9/03
Date

Total number of pages including cover sheet: 4

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/16/2003 JALLAHE 00000007 76455336

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

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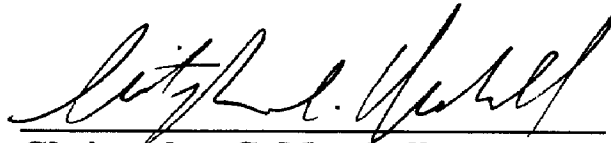
TRADEMARK
REEL: 002651 FRAME: 0752

ASSIGNMENT OF TRADEMARKS

WHEREAS, Christopher C. Marshall, an individual, having an address of 320 Randolph Avenue, Cape Charles, Virginia 23310 (hereinafter "*Assignor*") is the owner of all right, title and interest in and to the trademark applications filed with the United States Patent and Trademark Office set forth in Exhibit A hereto (hereinafter, the "*Trademarks*"); and

WHEREAS, Clabber Girl Corporation, an Indiana corporation (hereinafter "*Assignee*"), having an address of 900 Wabash Avenue, Terre Haute, Indiana 47807, is desirous of acquiring the Trademarks, as well as all other common law rights, world-wide rights and other applications and registrations for the Trademarks owned by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business associated with or symbolized by said Trademarks, and any and all common law rights, world-wide rights and other applications or registrations for such Trademarks owned by Assignor, and including the right to sue and collect damages for any past infringements of the Trademarks. Assignor shall also fully cooperate with Assignee in recording the assignment of the Trademarks to Assignee, including promptly executing any and all documents necessary to record and fully effectuate this assignment.



Christopher C. Marshall

Date: January 3, 2003

COMMONWEALTH OF Virginia)
~~CITY~~) SS:
COURTY OF Cape Charles)

Subscribed and sworn to before me, a Notary Public, in and for said ~~County~~ ^{City} and Commonwealth, this 3rd day of January, 2003.

Jandra H. Hall

Signature of Notary Public

JANDRA H. HALL

Printed

Notary Public

[NOTARY SEAL]

Notary's ~~County~~ ^{City} of Residence:
Chesapeake

Notary's Commission Expires:
12/31/06

EXHIBIT A

<u>Trademark</u>	<u>Goods</u>	<u>Serial. No.</u>	<u>Filing Date</u>
MASON STREET SWEETS	Manufacturer and distributor of cookie dough and cookie mixes	76/455,336	10/01/02
JEZEBELS	Manufacturer and distributor of cookie dough and cookie mixes	76/455,338	10/01/02
DELISHERIES LTD.	Manufacturer and distributor of cookie dough and cookie mixes	76/455,348	10/01/02