



04-11-2003



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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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):

Baraboo Candy Co., Inc.

- 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: _____

2. Name and address of receiving party(ies)

Name: Baraboo Candy Company, LLC

Internal Address: PO Box 63

Street Address: E10891 Co-op Lane

City: Baraboo State: WI Zip: 53913

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

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) See attached
Assignment and Schedule thereof.

B. Trademark Registration No.(s) See attached
Assignment and Schedule thereof

Additional number(s) attached Yes No

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

Name: Myron E LaRowe

Internal Address: PO Box 231

Reedsburg, WI 53959

Street Address: 110 Main Street

Reedsburg, WI 53959

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41) \$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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9. Signature.

LMUELLER 00000131 2106087

Myron E. LaRowe

Name of Person Signing

Signature

3-18-03

Date

Total number of pages including coversheet, attachments, and document: _____

04/10/2003

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

Refund Ref:
04/10/2003 LMUELLER 0000126072

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

CHECK Refund Total: \$15.00

TRADEMARK
REEL: 002709 FRAME: 0557

SCHEDULE A

U.S. Trademark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
COW PIE	2,106,087
COW PIE	2,216,581 *

State of Wisconsin Registrations

<u>TRADEMARK</u>	<u>DATE OF FILING</u>
Wally Walleye	May 15, 2002
Udder Fingers	May 15, 2002
Udder Easter Bunny	May 15, 2002
Monte Caramel	May 15, 2002
Lick-A-Pig	May 15, 2002
Homer's Cow Lick	May 15, 2002
Cartoon Character of a Black Holstein Cow	May 15, 2002
Cluster Buster	May 15, 2002
Chocolates	May 15, 2002
Chewey Goopy Pretzel Stick	May 15, 2002

* The assignment of this Registration is subject to an outstanding Licensing, Marketing and Distribution Agreement previously entered into by Baraboo and Divine Brands, LLC for use of the COW PIE Trademark on ice cream products, the rights to the royalties which are being retained by Baraboo.

TRADEMARK ASSIGNMENT

This assignment made as of the 18th day of March, 2003, by Baraboo Candy Company, Inc., a Wisconsin corporation, having its principal place of business in Baraboo, Sauk County, Wisconsin.

RECITALS

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement dated March 18, 2003, (the "Purchase Agreement") by and among Baraboo Candy Company, Inc. ("Baraboo") and Smith & Ford, LLC, a Wisconsin limited liability company ("Buyer") the Buyer has agreed to purchase from Baraboo substantially all of Baraboo's assets; and,

WHEREAS, Baraboo is the owner of record of the United States Trademarks listed in the attached Schedule A together with any and all State registrations listed in the attached Schedule A and common law rights. As part of the assets being transferred to Buyer, the Buyer desires to acquire ownership in and to the same.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the Purchase Agreement.

1. Baraboo hereby sells, assigns, transfers and conveys unto said Buyer, the entire right, title and interest in and to each of the United States trademarks listed in the attached Schedule A, together with any and all State registrations and common law rights therein.

2. Baraboo further sells, assigns, transfers and conveys unto said Buyer the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the U.S. trademarks, State and common law rights herein conveyed.

3. Baraboo agrees to execute any and all documents necessary to assign the Trademarks to Buyer through the office of the United States Patent and Trademark Office and the Wisconsin Secretary of State's Office.

The terms of this assignment shall inure to the benefit of Buyer as of the 18th day of March, 2003.

IN WITNESS WHEREOF, said Baraboo Candy Company, Inc. has executed and delivered this instrument to said S & F as of the 18th day of March, 2003.

