

06-27-2003

FORM PTO-1594

(Rev. 6-93)

OMB No. 0-51-0011 (exp. 4/94)

RECORD
TRA



102484370

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

329-653 TO 661

6-19-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
THE POPCORN FACTORY, INC.

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

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

2. Name and address of receiving party(ies)
Name: FRESH INTELLECTUAL PROPERTIES, INC.

Internal Address: _____ JUN 11 2003

Street Address: 103 FOULK ROAD - SUITE 202

City: WILMINGTON State: DELAWARE ZIP: 19803

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: MAY 3, 2002

Individual(s) citizenship: _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

<u>2,077,928</u>	1,625,092	1,490,406
1,902,060	1,661,834	1,371,547
1,892,480	1,532,035	1,110,635

Additional numbers attached? Yes No

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

Name: **Thomas M. Galgano, Esq.**

Internal Address: GALGANO & BURKE

Street Address: 300 Rabro Drive, Suite 135

Hauppauge New York 11788
 City State Zip Code

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)**\$240.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
07-0130
 (Attach duplicate copy of this page if paying by deposit account)

06/26/2003 LMUELLER 00000158 2077928

01 FC 8521 40.00 OP
 02 FC 8522 200.00 OP

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.

Thomas M. Galgano
 Name of Person Signing

Signature

2/11/03
 Date

Total number of pages including cover sheet, attachments, and documents: 6

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

TRADEMARK
 REEL: 002765 FRAME: 0877

NAME	REGISTRATION NO.
CONFUSION	2,077,928
THE POPCORN FACTORY	1,902,060
O!CASSIONS	1,892,480
SNACK TO SCHOOL	1,625,092
SNACK OF THE MONTH	1,661,834
GREETING CANS	1,532,035
GREETING CANS	1,490,406
THE POPCORN FACTORY	1,371,547
THE POPCORN FACTORY	1,110,635

ASSIGNMENT OF TRADEMARKS

WHEREAS, THE POPCORN FACTORY, INC., a Delaware corporation (“Assignor”), is the owner of certain trademarks, service marks, trade dress, logos, trade names and corporate names used or useable in the Business and the goodwill associated therewith, including without limitation, those set forth on Schedule I attached hereto and incorporated by reference herein (collectively, the “Trademarks”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated as of May 3, 2002 (the “Purchase Agreement”), Assignor has agreed to assign the rights, interests and titles to all of its Trademarks to FRESH INTELLECTUAL PROPERTIES, INC., a Delaware corporation (“Assignee”).

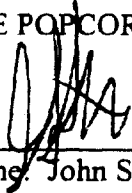
NOW, THEREOFRE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor by these presents hereby sells, assigns and transfers unto said Assignee, its successors, assigns and legal representatives, the entire right, title and interest of Assignor in and to the Trademarks, together with the right to recover for damages and profits and all other remedies for past infringement thereof.

Upon request of Assignee, its successors or assigns, Assignor agrees to execute and deliver without further compensation any and all instruments, papers or documents, including without limitation such further trademark applications and assignments as may be necessary or reasonably requested to secure to Assignee, its successors and assigns, the full enjoyment of rights and properties hereby conveyed.

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.


IN WITNESS WHEREOF, The Popcorn Factory, Inc., has executed this Assignment of Trademarks as of this 3rd day of May, 2002.

THE POPCORN FACTORY, INC.

By: 
Name: John S. Struck
Title: Chairman of the Board

Acknowledged:

FRESH INTELLECTUAL PROPERTIES, INC.

By: 
Name: T. Guy Minetti
Title: Vice Chairman

Schedule I

Name	Status/Date of Filing	Owner	Serial Number	Registration Number
Cornfusion	Registered July 8, 1997	The Popcorn Factory Inc.	74-679,719	2,077,928
The Popcorn Factory	Registered June 27, 1995	The Popcorn Factory Inc.	74-527,186	1,902,060
O!cassions	Registered May 2, 1995	The Popcorn Factory Inc.	74-521,411	1,892,480
Snack to School	Registered November 27, 1990	The Popcorn Factory Inc.	74-020,157	1,625,092
Snack of the Month	Registered October 22, 1992	The Popcorn Factory Inc.	74-020,154	1,661,834
Greeting Cans	Registered March 28, 1988	The Popcorn Factory Inc.	73-752,420	1,532,035
Greeting Cans	Registered May 31, 1988	The Popcorn Factory Inc.	73-685,639	1,490,406
The Popcorn Factory	Registered November 19, 1985	The Popcorn Factory Inc.	73-536,787	1,371,547
The Popcorn Factory	Registered January 2, 1979	The Popcorn Factory Inc.	73-144,648	1,110,635

TRADEMARK