


10-08-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		REI 7 102570899	J.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): Worldwide Playground, LLC 10-6-03 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Colorado Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>PenDen, LLC</u> Internal Address: Street Address: <u>1202 W. 100 Place</u> City: <u>Northglenn</u> State: <u>CO</u> Zip: <u>80260</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Colorado Limited Liability Company</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date:			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78/109165</u> B. Trademark Registration No.(s)		Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Dennis Jackson</u> Internal Address: Street Address: <u>1202 W. 100th Place</u> City: <u>Northglenn</u> State: <u>CO</u> Zip: <u>80260</u>		6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number:	
DO NOT USE THIS SPACE			
9. Signature. <u>Matthew Dombrow</u> Name of Person Signing		 Signature <u>9/28/03</u> Date	
		Total number of pages including cover sheet, attachments, and document: <u>1</u>	

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

OPIR/FINANCE
OCT - 6 PM 12:00

ATTACHMENT A

DESCRIPTION OF INTELLECTUAL PROPERTY BEING ASSIGNED

1. Trademark (the "Mark") "The Little Kettle Popcorn Company" bearing serial number: 78/109165.
2. The application (the "Application") for the Mark was filed on February 15, 2002 and was Published for opposition on May 13, 2003.
3. Currently, as previously disclosed to assignee, Kettle Foods, Inc. has filed an extension for time to oppose the Application on the grounds that they have the rights to the word "Kettle" for any snack food items.
4. As of the date of this assignment Kettle Foods, Inc. is waiting to negotiate a mutually agreeable solution to this issue with the assignee.

EXHIBIT E**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is entered into this 10th day of September, 2003 by and between **WORLDWIDE PLAYGROUND, LLC**, a Colorado limited liability company ("Assignor") and **PenDen, LLC**, a Colorado limited liability Company ("Assignee"). The Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), wherein the Assignee shall acquire all of Assignor's popcorn business, and Assignor has assigned to the Assignee certain intellectual property rights associated with such popcorn business ("Rights").

COVENANTS

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** The Assignor hereby assigns, transfers, sets over and conveys to the Assignee all of the Assignor's right, title and interest in the Rights, all as more fully described in **Exhibit A** hereto, to have and to hold unto the Assignee, its successors and assigns, to their own use and benefit forever.
2. **Assumption.** The Assignee hereby accepts the foregoing assignment and hereby covenants and agrees with the Assignor that the Assignee will perform and observe all of the Assignor's obligations under the Rights arising from and after the date hereof, in accordance and subject to the limitations set forth in the Purchase Agreement.
3. **Limitation on Assignment and Assumption.** Notwithstanding anything to the contrary in this Agreement, if any Rights are not completely and effectively assigned hereunder so as to give the Assignee the full benefit of all of the Assignor's rights thereunder, the Assignee shall assume the Assignor's liabilities thereunder only to the extent the Assignee obtains the rights and benefits thereunder.
4. **Further Assurances.** At the request of the Assignee, the Assignor will execute, acknowledge and deliver to the Assignee such other instruments of conveyance and transfer and will execute and deliver such other documents, certifications, and further assurances as the Assignee may reasonably require, without imposing any additional liabilities on the Assignor, in order to vest any of the Rights more effectively in the Assignee, or to put the Assignee more fully in the possession of, or to better enable the Assignee to complete, perform or discharge any of the liabilities or obligations assumed by the Assignee pursuant to this Agreement.
5. **Purchase Agreement Controlling.** Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights,

obligations, claims or remedies of the Parties as set forth in the Purchase Agreement or to expand the definition of, or result in a transfer of any assets other than, the Acquired Assets (as such term is defined in the Purchase Agreement).

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

WORLDWIDE PLAYGROUND, LLC
a Colorado limited liability company

By: [Signature]
Matthew F. Dombrow, Manager

ASSIGNEE:

[Signature]
Dennis A. Jackson

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing Assignment and Assumption of Intellectual Property Rights was acknowledged before me this 10th day of September, 2003, by Matthew Dombrow as Manager of Worldwide Playground, LLC.

Witness my hand and official seal.

[Signature]
Notary Public
My commission expires: 10/9/2004

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing Assignment and Assumption of Intellectual Property Rights was acknowledged before me this 10th day of September, 2003, by Dennis A. Jackson.

Witness my hand and official seal.

[Signature]
Notary Public
My commission expires: 10/9/2004

