

11/19/03

12-15-2003

C

NOV 16 2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-9027 (exp. 6/30/2005)
Tab settings



102622713

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):
Arnie's Begelicious Bagels, 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: Maplehurst Bagels, LLC
Internal Address: _____
Street Address: 50 Maplehurst Drive
City: Brownsburg State: IN Zip: 46112

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other correction of serial number; trademark
reel 1790, frame 0515
Execution Date: 1-23-98

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/224300

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 198989, 1883798

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael A. Grow, Esq.
Internal Address: Arent Fox Kintner Plotkin & Kahn, PLLC

Street Address: 1050 Connecticut Avenue, NW

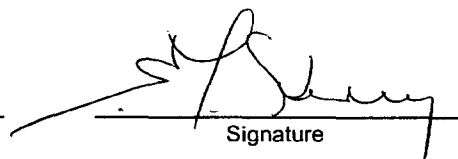
City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
01-2300

DO NOT USE THIS SPACE

9. Signature.
E.T. Henry/Sr. Legal Assistant  11-17-03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 8

12/12/2003 ECOOPER 00000164 012300 75224300

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

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

TRADEMARK
REEL: 002877 FRAME: 0671

09-24-1998

FORM PTO-1615A
Expires 06/30/99
OMB 0651-0027



Department of Commerce
Patent and Trademark Office
TRADEMARK

08-28-1998

U.S. Patent & TMO/TM Mail Rep1 Dt. #54

100837213

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

corr

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input type="checkbox"/> New	8-28-98	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID #	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # Frame #	<input type="checkbox"/> Merger	Effective Date Month Day Year
<input checked="" type="checkbox"/> Corrective Document	Reel # 1702 Frame # 0581	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	

Conveying Party Mark if additional names of conveying parties attached

Name Arnie's Bagelicious Bagels, Inc. Execution Date 1 23 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Maplehurst Bagels, LLC

OBA/AKA/TA

Composed of

Address (line 1) 50 Maplehurst Drive

Address (line 2)

Address (line 3) Brownsburg Indiana 46112

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization Indiana

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO-1618B
Expires 09/30/99
2MB 0851-0017

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/224330"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,998,898"/>	<input type="text" value="1,883,798"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

E.T. Henry/Senior Legal Assistant



August 26, 1998

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT, dated as of January 23, 1998 (the "Assignment"), is made by ARNIE'S BAGELICIOUS BAGELS, INC., a Delaware corporation ("Assignor") to MAPLEHURST BAGELS, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, and The Quaker Oats Company, a New Jersey corporation, are parties to a certain Asset Purchase and Sale Agreement dated as of December 12, 1997 (the "Purchase Agreement");

WHEREAS, Assignor has adopted, and is using those United States trademarks set forth on Exhibit A to this Assignment (the "Trademarks");

WHEREAS, Assignor has agreed pursuant to the Purchase Agreement to sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademarks (and all extensions and renewals of the registrations thereof) and the goodwill associated with the Trademarks, but in no event including any Excluded Assets; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby takes the following actions and makes the following agreement:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Trademarks (and all registrations, extensions and renewals of the registrations thereof) and the goodwill associated with the use of and symbolized by the Trademarks. Further, Assignor hereby assigns, transfers and sets over unto Assignee Assignor's rights, if any, to sue for and to collect damages, profits and other relief for any past infringement of the Trademarks.

EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, AND SUBJECT TO THE LIMITATIONS THEREIN, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

2. At the request of Assignee, Assignor shall execute and deliver to Assignee any and all additional documents as Assignee may reasonably require to vest title to the Trademarks in Assignee and/or to carry out the intent of this Assignment.

EXHIBIT A

<u>Trademark</u>	<u>Registration Number</u>	<u>Application or Registration Date</u>
Arnie's Bagelicious	1998898	September 10, 1996
Arnie's Bagels & Design	Pending (SN 75/224,300)	January 9, 1997
Miscellaneous Design (Bagel with a Bite/Bridge Design)	1883798	March 14, 1995