

REC  
TR

03-14-2006



103195623

ments or the new address(es) below

**1. Name of conveying party(ies):**

National City Bank of the Midwest

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State: \_\_\_\_\_
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s):**

Execution Date(s) January 31, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

**Address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Super Smokers Bar-B-Que U.S.A., Inc.

Internal

Address: 601 Stockell Drive

Street Address: 601 Stockell Drive

City: Eureka

State: MO

Country: USA

Zip: 63025

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Missouri
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2153746, 2880666, 2880667

Additional sheets attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Thomas A. Polcyn

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis

State: MO ZIP: 63101

Phone Number: 314-552-6331

Fax Number: 314-552-7331

Email Address: tpolcyn@thompsoncoburn.com

**6. Total number of application and registrations involved:**

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 29-0823

Authorized User Name Thompson Coburn LLP

**9. Signature:**

Signature

Thomas A. Polcyn

Name of Person Signing

Total number of pages including cover sheet, attachments, and security: 15

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SURRENDER AGREEMENT

THIS AGREEMENT is made and entered into on January 31<sup>st</sup>, 2006, and is by and among **National City Bank of the Midwest, formerly known as Allegiant Bank** (the "Bank"), Super Smokers Bar-B-Que U.S.A., Inc. ("Borrower"), and Walter Steele, Shannon Terry Black, Jo Carol Black ("Guarantors").

### RECITALS

A. Borrower is indebted to the Bank pursuant to, among other things, the terms of a Promissory Note dated November 1, 2004, in the original face amount of \$645,000.00 and a Promissory Note dated May 19, 2005 in the original face amount of \$200,000.00 (collectively the "Notes").

B. Pursuant to the terms of Security Agreements dated September 22, 2003, November 1, 2004, copies of which are attached as Exhibit A (the "Security Agreement"), the Bank holds a valid and perfected security interest in, among other things, inventory, chattel paper, accounts, equipment, trademarks and general intangibles ("Collateral").

C. Repayment of the Notes was guaranteed by Guarantors pursuant to the terms of Guarantees dated November 1, 2004.

D. Borrower has failed to pay the Note when due, and has discontinued its business operation, resulting in the occurrence of an event of default.

### AGREEMENT

For valuable consideration, receipt of which is acknowledged, the Bank, Borrower and Guarantors agree as follows:

1. **Surrender of Possession.** Borrower surrenders possession of the Collateral to the Bank.
2. **Assembling of Collateral.** Borrower agrees to promptly assemble all of the Collateral and to turn same over to the Bank or its agent, or at the direction of the Bank, to the purchaser of the Collateral as soon as possible on or after the date of this Agreement.
3. **Control of Collateral.** Borrower authorizes the Bank and/or its agents to remove the Collateral from the business premises, or elsewhere, and to hold the same pursuant to the Bank's rights as a secured creditor.
4. **Sale and Disposition.** Borrower and Guarantor authorize the Bank to sell the Collateral pursuant to Section 9-611 of the Uniform Commercial Code. Borrower shall fully cooperate with the Bank's efforts in liquidating all assets, including the execution of any necessary documents to transfer title to the Collateral. Borrower authorizes the Bank to receive directly the proceeds from any sale or other disposition of the Collateral. Borrower shall hold

any funds now in its possession or received in the future from the collection of accounts, tax refunds, if any, or from the proceeds of inventory or equipment as agent for the Bank. Borrower shall immediately pay any such funds to the Bank.

5. **Notice of Sale.** PURSUANT TO SECTION 9-611 OF THE UNIFORM COMMERCIAL CODE, AS APPLIED IN THE STATE OF MISSOURI, BORROWERS AGREE THAT A THREE (3) DAY BUSINESS DAY NOTICE OF SALE IS REASONABLE NOTWITHSTANDING THE PROVISIONS OF SECTION 9-612.

6. **Waiver of Notice of Negotiated Sales.** Borrower and Guarantors authorize the Bank to (a) sell the personal property described on Exhibit B to Robert Gudermuth for the sum of \$14,000.00; (b) release the Bank's lien on the trademarks shown in U.S. Trademark Registration Nos. 2880667, 2880666 and 2153746 and on said registrations (collectively, the "Trademarks") in order to effectuate Borrower's sale and transfer of said Trademarks to River Town Foods Corp., in exchange for payment to Bank in the sum of \$45,000.00; (c) sell and transfer to Jim Johnson, Complete Scale Service, 1853 North Cross Place South, Collierville, TN 38017 the 1998 Beck Model T14-76-203U7 Tandem Axle Trailer VIN 4LNUS1423WS001583, with Ole Hickory Model SSE Smoker, Serial Number 96103081 for the sum of \$3,200.00; (d) sell the personal property described on Exhibit C to Bandana's BBQ, 15450 South Outer Forty, Suite 100, St. Louis, MO 63017 for the sum of \$40,000.00; and (e) apply the proceeds of the aforementioned sales as set forth in the Security Agreement and the Uniform Commercial Code as enacted in the state of Missouri. Borrower and Guarantor acknowledge that such sale of the Collateral is commercially reasonable in all respects. PURSUANT TO SECTION 9-611 OF THE UNIFORM COMMERCIAL CODE AS APPLIED IN THE STATE OF MISSOURI, BORROWER AND GUARANTOR RENOUNCE AND WAIVE FOREVER THEIR RIGHT TO ANY NOTIFICATION OF THE BANK'S SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED ABOVE.

7. **Obligations of the Bank.** The Bank will release the Bank's lien on the Trademarks in order to effectuate Borrower's sale and transfer of said Trademarks to River Town Foods Corp., and will deliver to River Town Foods Corp. documentation evidencing said release so that River Town Foods Corp. may, at its own expense, record the same with the U.S. Patent and Trademark Office.

8. **Representations and Warranties.** Borrower and Guarantors represent, warrant and covenant to the Bank as follows:

- a. The Bank holds a valid and enforceable security interest in the Collateral pursuant to the Security Agreement.
- b. Borrower and Guarantors are not aware of any matters which might constitute defenses to the validity or enforceability of the Security Agreement.
- c. Borrower is a duly organized and validly existing Missouri corporation in good standing and has the power to execute, deliver and carry out this

Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

- d. This Agreement will be the legal, valid and binding obligation of Borrower and Guarantors, and enforceable in accordance with its terms.
- e. Borrower has filed all Federal and State income tax returns which, to its knowledge are required to be filed, and has paid all taxes as shown on the returns and all assessments received by it to the extent that such taxes and assessments are currently due.
- f. Borrower has made an independent determination of the fair market value of the Collateral, and concluded that the fair market value of the Collateral does not exceed the amount of the indebtedness under the Note.
- g. Borrower and Guarantors acknowledge that these representations may be relied upon.

9. **Advice of Counsel.** BORROWER AND GUARANTORS ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS AGREEMENT IN ITS ENTIRETY, HAVING CONSULTED WITH SUCH LEGAL, TAX OR OTHER ADVISORS AS THEY DEEM APPROPRIATE AND UNDERSTAND AND AGREE TO EACH OF THE PROVISIONS OF THIS AGREEMENT AND FURTHER ACKNOWLEDGE THAT THEY HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY.

10. **Parties Benefited and Bound.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their successors, heirs, representatives and assigns. No other party shall be entitled to enforce this Agreement.

11. **Survival.** All representations and warranties of the parties under this Agreement shall survive execution of this Agreement.

12. **Amendment.** No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same is in writing signed by the parties.

13. **Counterparts; Telecopied Signatures.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

The parties have executed this Surrender Agreement as of the date set forth above.

WITNESSES:

NATIONAL CITY BANK OF THE MIDWEST

By: *Micuel Estanola*  
Its: Vice President

SUPER SMOKERS BAR-B-QUE USA, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Walter Steele

\_\_\_\_\_  
Shannon Terry Black

\_\_\_\_\_  
Jo Carol Black

14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

The parties have executed this Surrender Agreement as of the date set forth above.

WITNESSES:

NATIONAL CITY BANK OF THE MIDWEST

By: \_\_\_\_\_  
Its: Vice President

SUPER SMOKERS BAR-B-QUE USA, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_



Walter Steele

Shannon Terry Black

Jo Carol Black



14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

The parties have executed this Surrender Agreement as of the date set forth above.

WITNESSES:

NATIONAL CITY BANK OF THE MIDWEST

By: \_\_\_\_\_  
Its: Vice President

SUPER SMOKERS BAR-B-QUE USA, INC.

By: Shannon Terry Black  
Its: PRESIDENT

\_\_\_\_\_  
Walter Steele

Shannon Terry Black  
Shannon Terry Black

Jo Carol Black  
Jo Carol Black

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Jones, Jennifer (314) 615-6000**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Jennifer Jones  
Gallop, Johnson & Neuman, LC  
101 South Hanley  
Suite 1600  
St. Louis MO 63105**

**Email: jmjones@gjn.com Fax: (314) 615-6001**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**4103706**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial)

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record  
 CHANGE name and/or address  DELETE name  ADD name

6. CURRENT RECORD INFORMATION:

1a. ORGANIZATION'S NAME  
**Super Smokers Bar-B-Que U.S.A., Inc.**

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

8. AMENDMENT (COLLATERAL CHANGE)  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned

The following collateral is released:

MARK	REGISTRATION NUMBER
Super Smokers	2,153,746
Super Smokers BBQ and Design	2,880,666
Super Smokers BBQ and Design	2,880,667

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT  DEBTOR authorizing this amendment

9a. ORGANIZATION'S NAME  
**National City Bank of the Midwest**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
**104768/0159 104758/0159**





State of Missouri
Office of the Secretary of State
Secretary of State, Robin Carnahan
Statement

Invoice Number: 5837468

Invoice Date: 01/31/2006 02:03 PM

Billing Information

Jones, Jennifer
Gallop, Johnson & Neuman, LC
101 South Hanley
Suite 1600
St. Louis, MO 63105

Table with 8 columns: Product Description, Certification Number, Order Date, Qty, Pages, Item Cost, Extended, Amount Due. Row 1: UCC - UCC3 Web Amendment, 8353929, 01/31/2006, 1, 1, 10.00, 10.00, Paid.

Summary table with 3 columns: Account #, Credit Balance as of 01/31/2006, Amount Due. Includes Invoice Total (\$10.00), Payment Total (\$10.00), and final Amount Due (\$0.00).

Include invoice number on all correspondence and send to:

UCC Inquiries: Missouri Secretary of State's Office
P.O. Box 1159
Jefferson City, Missouri 65102

To discuss payment for UCC items call:
(866) 223-6535 Toll Free

Corporation Inquiries: Missouri Secretary of State's Office
P.O. Box 1366
Jefferson City, Missouri 65102

To discuss payment for Corporation Items call:
(866) 223-6535 Toll Free

Commission Inquiries: Missouri Secretary of State's Office
P.O. Box 784
Jefferson City, Missouri 65102

To discuss payment for Commission Items call:
(866) 223-6535 Toll Free

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Jones, Jennifer (314) 615-6000**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Jennifer Jones  
Gallop, Johnson & Neuman, LC  
101 South Hanley  
Suite 1600  
St. Louis MO 63105**

**Email: jmjones@gjn.com Fax: (314) 615-6001**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**3072308**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the **REAL ESTATE RECORDS.**

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial)

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record

CHANGE name and/or address  DELETE name  ADD name

6. CURRENT RECORD INFORMATION:

1a. ORGANIZATION'S NAME  
**Super Smokers Bar-B-Que USA, Inc.**

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

8. AMENDMENT (COLLATERAL CHANGE)

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned

The following collateral is released:

MARK	REGISTRATION NUMBER
Super Smokers	2,153,746
Super Smokers BBQ and Design	2,880,666
Super Smokers BBQ and Design	2,880,667

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT  DEBTOR authorizing this amendment

9a. ORGANIZATION'S NAME  
**National City Bank of the Midwest**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

**104758/0159 104758/0159**

FILE COPY



State of Missouri
Office of the Secretary of State
Secretary of State, Robin Carnahan
Statement

Invoice Number: 5837593

Invoice Date: 01/31/2006 02:33 PM

Billing Information

Jones, Jennifer
Gallop, Johnson & Neuman, LC
101 South Hanley
Suite 1600
St. Louis, MO 63105

Table with 8 columns: Product Description, Certification Number, Order Date, Qty, Pages, Item Cost, Extended, Amount Due. Row 1: UCC - UCC3 Web Amendment, 8354189, 01/31/2006, 1, 1, 10.00, 10.00, Paid.

Summary table with 4 columns: Account #, Credit Balance as of 01/31/2006, Invoice Total, Payment Total, Amount Due. Values: 11810, \$0.00, \$10.00, \$10.00, \$0.00.

Include invoice number on all correspondence and send to:

- UCC Inquiries: Missouri Secretary of State's Office... To discuss payment for UCC items call: (866) 223-6535 Toll Free
Corporation Inquiries: Missouri Secretary of State's Office... To discuss payment for Corporation Items call: (866) 223-6535 Toll Free
Commission Inquiries: Missouri Secretary of State's Office... To discuss payment for Commission Items call: (866) 223-6535 Toll Free

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Jones, Jennifer</b> (314) 615-6000	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Jennifer Jones Gallop, Johnson &amp; Neuman, LC 101 South Hanley Suite 1600 St. Louis MO 63105</b>  E-Mail: <a href="mailto:jmjones@gjn.com">jmjones@gjn.com</a> Fax: (314) 615-6001	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # <b>3072308</b>	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>			
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial)				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input checked="" type="checkbox"/> Secured Party of record <input checked="" type="checkbox"/> CHANGE name and/or address <input type="checkbox"/> DELETE name <input type="checkbox"/> ADD name				
6. CURRENT RECORD INFORMATION:				
OR 1a. ORGANIZATION'S NAME <b>Allegiant Bank</b>				
OR 1b. INDIVIDUAL'S LAST NAME				
FIRST NAME				
MIDDLE NAME				
SUFFIX				
7. CHANGE (NEW) OR ADDED INFORMATION				
OR 7a. ORGANIZATION'S NAME <b>National City Bank of the Midwest</b>				
OR 7b. INDIVIDUAL'S LAST NAME				
FIRST NAME				
MIDDLE NAME				
SUFFIX				
7c. MAILING ADDRESS <b>2122 Kratky Road</b>	CITY <b>St. Louis</b>	STATE <b>MO</b>	POSTAL CODE <b>63114</b>	COUNTRY <b>USA</b>
8. AMENDMENT (COLLATERAL CHANGE) Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned				

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT <input type="checkbox"/> DEBTOR authorizing this amendment				
OR 9a. ORGANIZATION'S NAME <b>National City Bank of the Midwest</b>				
OR 9b. INDIVIDUAL'S LAST NAME				
FIRST NAME				
MIDDLE NAME				
SUFFIX				

10. OPTIONAL FILER REFERENCE DATA <b>104758/0159 104758/0159</b>				
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FILE COPY

**State of Missouri**  
**Office of the Secretary of State**  
 Secretary of State, Robin Carnahan  
 Statement

**Invoice Number: 5837574**

**Invoice Date: 01/31/2006 02:27 PM**

**Billing Information**

Jones, Jennifer  
 Gallop, Johnson & Neuman, LC  
 101 South Hanley  
 Suite 1600  
 St. Louis, MO 63105

Product Description	Certification Number	Order Date	Qty	Pages	Item Cost	Extended	Amount Due
UCC - UCC3 Web Amendment Contact: Jones, Jennifer Cust. Ref.#: 104758/0159	8354151	01/31/2006	1	1	10.00	10.00	Paid

<b>Account #:</b> 11810	<b>Credit Balance as of 01/31/2006:</b>	\$0.00					
<b>Payment Details:</b>						<b>Invoice Total:</b>	\$10.00
Payment for \$10.00 from Web with Credit Card V Acct XXXXXXXXXXXXXXXX2875, Auth: 040466						<b>Payment Total:</b>	\$10.00
<b>Contact(s):</b> Jones, Jennifer						<b>Amount Due:</b>	<b>\$0.00</b>

**Include invoice number on all correspondence and send to:**

- |                               |  |  |
|-------------------------------|--|--|
| <b>UCC Inquiries:</b>         | <b>Missouri Secretary of State's Office<br/>P.O. Box 1159<br/>Jefferson City, Missouri 65102</b> | <b>To discuss payment for UCC items call:<br/>(866) 223-6535 Toll Free</b>         |
| <b>Corporation Inquiries:</b> | <b>Missouri Secretary of State's Office<br/>P.O. Box 1366<br/>Jefferson City, Missouri 65102</b> | <b>To discuss payment for Corporation Items call:<br/>(866) 223-6535 Toll Free</b> |
| <b>Commission Inquiries:</b>  | <b>Missouri Secretary of State's Office<br/>P.O. Box 784<br/>Jefferson City, Missouri 65102</b>  | <b>To discuss payment for Commission Items call:<br/>(866) 223-6535 Toll Free</b>  |

October 8, 2004

*Please  
 file  
 - Terry*

**ATTORNEY-CLIENT PRIVILEGE**

Mr. Terry Black  
 Super Smokers Bar-B-Que U.S.A., Inc.  
 P.O. Box 1266  
 O'Fallon, IL 62269

Re: United States Service Mark Registration  
 Mark: SUPER SMOKERS BBQ and Design  
 Owner: Super Smokers Bar-B-Que U.S.A.  
 Reg. No.: 2,880,666  
 Our Ref. No.: C030980/0090975


Dear Terry:

Enclosed is an original Certificate of Registration received from the United States Patent and Trademark Office. The following is important information regarding the registration:

Bryan Cave LLP  
 One Metropolitan Square  
 211 North Broadway  
 Suite 3600  
 St. Louis, MO 63102-2750  
 Tel (314) 259-2000  
 Fax (314) 259-2020  
 www.bryancave.com

Chicago  
 Hong Kong  
 Irvine  
 Jefferson City  
 Kansas City  
 Kuwait  
 Los Angeles  
 New York  
 Phoenix  
 Riyadh  
 Shanghai  
 St. Louis  
 United Arab Emirates (Dubai)  
 Washington, DC

And Bryan Cave,  
 A Multinational Partnership.  
 London

Mark:	 ®
Goods:	Barbeque sauce, Int'l. Class 30
Registrant:	Super Smokers Bar-B-Que U.S.A., Inc. 601 Stockell Drive Eureka, MO 63025
Application Serial No.:	76/364,239
Date Filed:	January 29, 2002
Registration No.:	2,880,666
Date Registered:	September 7, 2004
Term:	10 years from registration date.

Mr. Terry Black  
 October 8, 2004  
 Page 2

Affidavit of Use:	A Declaration of Continued Use must be filed during the sixth year of the term in order to avoid cancellation of the registration (between September 7, 2009 and September 7, 2010).
Renewal:	A Declaration for Renewal and Affidavit of Continued Use must be filed at the end of each successive 10-year period following the date of registration (between September 7, 2013 and September 7, 2014).
Notice:	Mark should be accompanied by ® for use in the United States.

Please do not hesitate to contact us should you have any questions regarding this matter.

Very truly yours,

*Nancy D. Collora, CLA*

Nancy D. Collora  
 Certified Legal Assistant

NDC/mdb  
 Enclosure

cc: Christopher J. Hayes, Esq. (w/o encl.)