

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Snow Ball Foods, Inc., formerly known as Henry Colt Enterprises, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 05/25/1994

- Assignment
- Security Agreement
- Other See attached
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Continental Bank Now Known as Midlantic Bank, N.A.

Internal

Address: Centre Square

Street Address: 1500 Market Street

City: Philadelphia

State: PA

Country: USA Zip: 19102

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other See attached Citizenship None

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)

1406945

Additional sheet(s) 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: Virginia R. Richard

Internal Address: Winston & Strawn LLP

Street Address: 200 Park Avenue

City: New York

State: New York Zip: 10166

Phone Number: 212 294 6700

Fax Number: 212 294 4700

Email Address: trademarkny@winston.com

6. Total number of applications and registrations involved:

1

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Virginia R. Richard

Name of Person Signing

January 14, 2011

Date

Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK



United States Patent and Trademark Office

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Electronic Trademark Assignment System

Trademark Assignment Recordation Form
 Navigation: Home | eBusiness | eBiz alerts | News | Help

ETAS v.1.5.2
 PTO-1594 (Rev. 10/02)
 OMB No. 0651-0027 (Exp. 03/31/2012)

Signature

The request must be signed by the filer. The request will not be "signed" in the sense of a traditional paper document. To sign the request, the signer must enter any combination of printable characters that have been adopted to serve the function of a signature, preceded and followed by the forward slash(/) symbol. Acceptable "signatures" could include: /john doe/; /jfd/; and /123-4567/.

Sign the request by completing the following fields

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|----------------|-------------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Assignment previously recorded on Reel 001240 Frame 0109. Assignor(s) hereby confirms the nature of the conveyance is a Security Agreement. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Snow Ball Foods, Inc. | FORMERLY Henry Colt Enterprises, Inc. | 05/25/1994 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Continental Bank Now Known as Midlantic Bank, N.A. | | |
| Street Address: | 1500 Market Street | | |
| Internal Address: | Centre Square | | |
| City: | Philadelphia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19102 | | |
| Entity Type: | National Banking Association: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| | | | |

FORM PTO-1094
 U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MAIL ROOM
 OCT 31 1994

40-481
 55-100

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

1. Name of conveying party:
 Snow Ball Foods, Inc., formerly known as
 Henry Colt Enterprises, Inc., a New Jersey
 Corporation
 Sykes Lane, Williamstown, NJ 08057

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New Jersey 03-NJ
 Other

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

2. Name and address of receiving party(ies)
 Name: Continental Bank Now know as Midlantic Bank, N.A.
 Internal Address: Centre Square
 Street Address: 1500 Market Street
 City: Philadelphia State: PA ZIP: 19102

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Designation must be a separate document from this form
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment 01
 Security Agreement
 Other

Merger
 Change of Name

Execution Date: May 25, 1994

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 1,406,945 ; 1,455,610

RECEIVED
 94 NOV 15 PM 2:09
 CURRENT DATE

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jill Manuel-Coughlin, Esquire
 Internal Address: Laurelwood, Suite 155
 Street Address: 1200 Laurel Oak Road
 Suite 155
 City: Voorhees State: NJ ZIP: 08043

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

B. Deposit account number:
 N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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|-------------------------|-------|----------|
| 090 BA 11/09/94 1406945 | 0 481 | 40.00 CK |
| 090 BA 11/09/94 1406945 | 0 482 | 25.00 CK |

89186287

8. 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.

Jill Manuel-Coughlin, Esquire
 Name of Person Signing

Jill Manuel-Coughlin
 Signature

October 28, 1994
 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to
 Commissioner of Patents & Trademarks, Box Assignments

NOTICE: Any reference to Continental Bank contained in this note, bond, ten, contract, agreement or other form of documentation shall mean Midland Bank, N.A. the successor by merger to Continental Bank.

Trademark Collateral Assignment And Security Agreement

THIS AGREEMENT is made on 25 day of May, 1994, between Snow Ball Foods, Inc., f/k/a Henry Colt Enterprises, Inc., a New Jersey corporation, having a mailing address at Sykes Lane, Williamstown, New Jersey 08054 ("Assignor") and Continental Bank, having a mailing address at Centre Square, 1500 Market Street, Philadelphia, Pennsylvania 19102 ("Lender").

BACKGROUND

Assignor has executed and delivered its notes in the amount of \$5,000,000.00 dated December 21, 1992 ("Revolving Credit Note"), in the original amount of \$1,950,475.58 dated December 21, 1992 (the "Mortgage Term Loan"), and amended and restated term note in the original amount of \$1,343,666.86 dated May 6, 1993 (the "Term Note"), respectively. The Revolving Credit Note, Mortgage Term Loan and Term Note are collectively referred to as the "Notes". As partial security for the Notes, inter alia Assignor has executed and delivered an amended and restated loan and security agreement dated May 15, 1989, as amended by a second amended and restated loan and security agreement dated December 21, 1992 and further amended by a first amendment to second amendment and restated loan and security agreement dated May 5, 1993 (collectively the "Loan Agreement");

In the Loan Agreement, Assignor pledged to Lender, inter alia, a security interest in the trademarks and associated machinery, equipment, formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the trademarks. This Trademark Collateral Assignment is being executed, whereby Lender shall have the right to foreclose on the trademarks in the event of the occurrence and continuance of an Event of Default under the Loan Agreement; in order that the owner of the trademarks may continue the manufacture of products to be sold under the trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all liabilities (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the trademarks listed on Schedule A hereto (as the same

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may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark"), and the good will of the business to which the Trademark relates.

2. Assignor covenants and warrants that:

- TRADEMARK
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- (a) The Trademark is subsisting and has not been adjudged invalid or unenforceable;
 - (b) To the best of Assignor's knowledge, the Trademark is valid and unenforceable;
 - (c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;
 - (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor or not to sue third persons;
 - (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
 - (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark; and
 - (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademark.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under the Trademark, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is

inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademark, as set forth in paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark may be located, and without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Williamstown, New Jersey or Philadelphia, Pennsylvania, or elsewhere, all or from time to time the Trademark, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademark shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademark is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

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9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademark pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registrable but unregistered Trademark, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the Trademark shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this paragraph 12.

13. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark, or to grant or issue any exclusive or non-exclusive license under the

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Trademark to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expense, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademark.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark, whether established hereby or by the Loan Agreement or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provisions shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of Pennsylvania or New Jersey, at Lender's sole discretion.

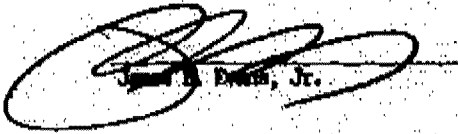
REEL 004454 FRAME 114

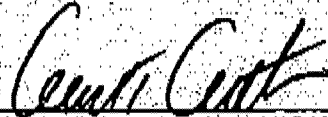
TRADEMARK

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

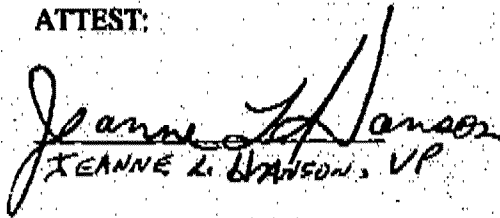
SNOW BALL FOODS, INC.
f/k/a HENRY COLT ENTERPRISES, INC.


James H. Davis, Jr.

By: 
GERALD P. CALTABIANO
VICE PRESIDENT

ATTEST:

CONTINENTAL BANK


JEANNE L. HANSON, VP

By: 
JANEANN FFHRLE
ASSISTANT VICE PRESIDENT

TRADEMARK

REEL 1240 FRAME 15

Schedule A to a Trademark Collateral Assignment dated May 25, 1994, between Snow Ball Foods, Inc. f/k/a Henry Colt Enterprises, Inc. and Continental Bank.

| APPLICATION OR MARK NUMBER | COUNTRY | REGISTRATION OF FILING DATE |
|-------------------------------|---------|--------------------------------|
| 1,406,945 | USA | 8/26/86 |
| 1,455,610 | USA | 9/01/87 |

TRADEMARK

REEL 1240 FRAME 116

NOTICE: Any reference to Continental Bank contained in this note, bond, lien, contract, agreement or other form of documentation shall mean Midlantic Bank, N.A., the successor by merger to Continental Bank.

SPECIAL POWER OF ATTORNEY

STATE OF New Jersey:

COUNTY OF Camden:

KNOW ALL MEN BY THESE PRESENTS, that Snow Ball Foods, Inc., f/k/a Henry Colt Enterprises, Inc., with its principal office at Sykes Lane, Williamstown, New Jersey 08054 ("Borrower"), pursuant to a Trademark Collateral Assignment and Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes Continental Bank, with offices at Centre Square, 1500 Market Street, Philadelphia, Pennsylvania 19102 ("Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:


1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the trademark listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Lender and may not be revoked until the payment in full of all Liabilities as defined in the Security Agreement.

ATTEST: RECORDED
PATENT & TRADEMARK OFFICE

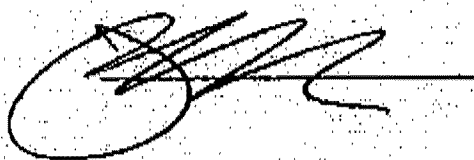
OCT 31 94

SNOW BALL FOODS, INC.
f/k/a HENRY COLT ENTERPRISES, INC.

By: 
GERALD P. CALTABIANO
VICE PRESIDENT

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