

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the assignee's name. previously recorded on Reel 000874 Frame 0929. Assignor(s) hereby confirms the assignment of the entire interest and goodwill..		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Everfresh Food Corporation		04/09/1992	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
Name:	JIMMY'S CHOCOLATE CHIP COOKIES, INC.		
Street Address:	206 PARK STREET		
City:	HACKENSACK		
State/Country:	NEW JERSEY		
Postal Code:	07601		
Entity Type:	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1382576	ONE SMART COOKIE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(908)654-7866		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	908-654-5000		
Email:	trademarkadmin@ldlkm.com		
Correspondent Name:	Lerner, David, Littenberg et al		
Address Line 1:	600 South Avenue West		
Address Line 4:	Westfield, NEW JERSEY 07090		
<b>ATTORNEY DOCKET NUMBER:</b>	JIMCHO 10.1-001		
<b>NAME OF SUBMITTER:</b>	AARON S. ECKENTHAL		
<b>Signature:</b>	/AARON S. ECKENTHAL/		

CH \$40.00 1382576

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**TRADEMARK**  
**REEL: 004541 FRAME: 0246**

Date:

05/13/2011

**Total Attachments: 18**

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5. As a result of the error in the cover sheet and assignment document, the assignment of the ONE SMART COOKIE mark was incorrectly recorded under the name Jimmy's Chocolate Chip Cookie, Inc. (without the "s").

6. Attached hereto as Exhibits B and C, respectively, is a true and correct copy of a New Jersey Business Entity Associated Name search and an entity status report showing that Jimmy's Chocolate Chip Cookie, Inc. does not exist, and to my knowledge there has never existed an entity by that name. The correct assignee should have been Jimmy's Chocolate Chip Cookies, Inc. as listed on the signature line of the original assignment document.

I declare under penalty of perjury that the foregoing statements are true and correct.

Executed on: April 14, 2011

  
\_\_\_\_\_  
Jim Zorn

# EXHIBIT A

0874/0929



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 18, 1992

TO: LERNER, DAVID, LITTENBERG, KRUMHOLZ &  
MENTLIK - BRUCE H. SALES  
BRUCE H. SALES  
600 SOUTH AVE. WEST  
WESTFIELD, NJ 07060

U.S. PATENT & TRADEMARK OFFICE  
SEP 04 1992  
RECEIVED

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE TRADEMARK ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS ON THIS NOTICE, PLEASE SEND A REQUEST FOR CORRECTION TO: U. S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

ASSIGNOR:  
EVERFRESH FOOD CORPORATION

DOC DATE : 04/09/1992  
CITIZENSHIP : MINNESOTA

ENTITY : CORPORATION

ASSIGNEE:  
JIMMY'S CHOCOLATE CHIP COOKIE, INC.  
206 PARK ST.  
HACKENSACK, NJ 07601  
ENTITY : CORPORATION

CITIZENSHIP : NEW JERSEY

BRIEF:  
ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

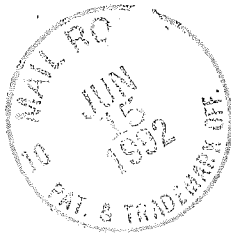
NO. OF PAGES : 008  
REEL/FRAME : 0874/0929

DATE RECORDED : 06/15/1992

APPLICATION NUMBER : 73-541937  
REGISTRATION NUMBER: 1382576

FILING DATE : 06/07/1985  
REGISTRATION DATE: 02/11/1986

MARK: ONE SMART COOKIE



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JIMCHO 10. 1-001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Trademark Registration of :  
EVERFRESH FOOD CORPORATION :  
: :  
Registration No. 1,382,576 :  
Date: February 11, 1986 :  
Mark: ONE SMART COOKIE :  
X

Dated: June 11, 1992

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ASSIGNMENT BRANCH

Hon. Commissioner of Patents and Trademarks  
United States Patent and Trademark Office  
Washington, D.C. 20231

ATTN: Assignment Recording Branch

ASSIGNMENT FOR RECORDING

Sir:

Enclosed herewith is a Trademark Assignment Agreement  
and License Back of the above-identified trademark registration  
from Everfresh Food Corporation to Jimmy's Chocolate Chip  
Cookie, Inc.

Kindly record the enclosed Assignment. Our check in  
the amount of \$40.00 is also enclosed to cover the fee therefor.  
If there are any fees due and owing in connection with this  
matter, please charge same to our Deposit Account No. 12-1095.

Kindly return the duly recorded Assignment to our  
office.

I hereby certify that this correspondence and/or fee  
is being deposited with the United States Postal Service  
as first class mail in an envelope addressed to:  
Commissioner of Patents and Trademarks, Washington  
D.C. 20231, on June 12, 1992  
(Date of Deposit)

Respectfully submitted,

LERNER, DAVID, LITTENBERG,  
KRUMHOLZ & MENTLIK

Bruce H. Sales 6/12/92  
(Date)

Bruce H. Sales  
(BRUCE H. SALES)

600 South Avenue West  
Westfield, NJ 07060  
908-654-5000

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TRADEMARK  
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TRADEMARK ASSIGNMENT AGREEMENT  
AND LICENSE BACK

This AGREEMENT is made by and between Jimmy's Chocolate Chip Cookie, Inc., a New Jersey Corporation, having a place of business at 206 Park Street, Hackensack, New Jersey 07601 ("Jimmy's") and Everfresh Food Corporation, a Minnesota corporation, having a place of business at 501 Huron Street Southeast, Minneapolis, Minnesota 55414-3199 ("Everfresh").

WHEREAS, Everfresh is the owner of the federally registered trademark ONE SMART COOKIE for cookies and Jimmy's desires to purchase such mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Everfresh warrants that it is the sole owner of the ONE SMART COOKIE trademark covered by United States trademark registration no. 1,382,576, that all statements made in connection with obtaining such registration were and are correct, and that it has continuously used the mark in commerce since at least as early as May 3, 1985. Everfresh further warrants that it has never licensed nor in any way authorized any third party use of the ONE SMART COOKIE mark and that no assignment, sale, agreement, lien or other encumbrance has been made by Everfresh which would effect the transfer of the ONE SMART COOKIE mark with the following exception: Everfresh has entered into an agreement with Pfeil & Holing, Inc. dated September 29, 1990 (the "Pfeil & Holing Agreement"), a copy of which is attached hereto and marked Exhibit A. Under paragraph

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TRADEMARK



3 of the Pfeil & Holing Agreement, that agreement terminates on September 29, 1993 or the date of the sale of all copies of the figurine in question in Pfeil & Holing's inventory, whichever occurs first.

2. Everfresh hereby transfers, sells and assigns to Jimmy's and its successors, assigns and legal representatives the entire, right, title and interest in and to the ONE SMART COOKIE mark together with all the goodwill associated therewith, including registration no. 1,382,576, for \$5,750.00 payable in seven (7) days from Jimmy's receipt of a fully executed copy of this Agreement.

3. Jimmy's hereby assigns and conveys to Everfresh a revocable, non-exclusive, non-transferable license, without the right to sub-license, the ONE SMART COOKIE mark for use with and only with fortune cookies. This license back to Everfresh shall remain in effect so long as the following conditions are met:

a. Everfresh does not abandon its use of the ONE SMART COOKIE mark on fortune cookies for longer than one (1) year; and

b. The quality of fortune cookies made by Everfresh under this license are of the same nature and high quality as the fortune cookies made by Everfresh prior to this Agreement.

4. Jimmy's has the right to control the nature and quality of fortune cookies produced under the ONE SMART COOKIE mark by Everfresh. The purpose of this control is to insure that the quality of fortune cookies under the ONE SMART COOKIE mark made by Everfresh are of the same high quality and of the same nature as fortune cookies made prior to this Agreement. In connection herewith, Everfresh agrees to provide, upon the request of Jimmy's,

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a random sample of fortune cookies bearing the ONE SMART COOKIE mark so that Jimmy's can determine that such good continue to be manufactured with the same nature and quality as Everfresh has produced in the past.

5. In the event Everfresh fails to conform to the terms of this license, its right to use the ONE SMART COOKIE mark under this Agreement shall be terminated. Such termination shall take effect thirty (30) days after notice by Jimmy's that Everfresh is in breach of this Agreement. Everfresh shall have the right to cure this breach by providing evidence acceptable to Jimmy's that Everfresh is no longer in breach of this Agreement.

6. This Agreement shall be governed by the laws of the State of New Jersey.

EVERFRESH FOOD CORPORATION

Dated: 4/9/92

By: [Signature]

Title: Pres.

JIMMY'S CHOCOLATE CHIP COOKIES, INC.

DATED: 4/23/92

By: [Signature]

Title: Pres.

REEL 0874 FRAME 932

11/20/91

EXHIBIT A

AGREEMENT

THIS AGREEMENT, dated September 26, 1990, is between Everfresh Food Corporation, a Minnesota Corporation ("Everfresh"), and Pfeil & Holing, Inc., a New York Corporation ("Pfeil & Holing").

WHEREAS, Pfeil & Holing purchased a total of 864 copies of a plastic figurine having a substantially round body with extending arms and legs and bearing the name "ONE SMART COOKIE" (the "Figurine") from Applause, Inc., of Woodland Hills, California; and

WHEREAS, approximately 60 copies of the Figurine have been sold by Pfeil & Holing using the name "One Smart Cookie" as of the date of this Agreement; and

WHEREAS, as of the date of this Agreement Pfeil & Holing has a total of approximately 800 copies of the Figurine in its inventory; and

WHEREAS, Everfresh is the owner of the United States registered trademark ONE SMART COOKIE; registration number 1382576 (the "Trademark"); and

WHEREAS, Pfeil & Holing would like to continue to use the Trademark in connection with the sale of its existing inventory of approximately 800 copies of the Figurine.

THEREFORE, in consideration of the mutual undertakings set forth herein and other good and valuable consideration, the parties agree that:

1. Pfeil & Holing acknowledges the Trademark has been registered by Everfresh. Pfeil & Holing acknowledges that it has no right, title or interest in or to the Trademark, and that by this Agreement acquires no right, title or interest, other than the right to use the Trademark strictly in accordance with the terms of this Agreement. Pfeil & Holing hereby transfers and conveys to Everfresh any and all of Pfeil & Holing's right, title and interest in and to the Trademark (if any), together with the goodwill of the business symbolized by the Trademark. This transfer notwithstanding, nothing in this Agreement shall give Everfresh the right to claim that it is marketing or distributing any item under an assignment, transfer, or license from Pfeil & Holing.

2. Pfeil & Holing has not and will not directly or indirectly: (a) make any use of the Trademark other than that which directly relates to the promotion and sale of the existing inventory of the Figurines; (b) challenge Everfresh's ownership of the Trademark, the validity of the Trademark or the validity of this Agreement; (c) use or authorize the use of the Trademark or any trademark, name, logo, or other design which is identical or

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TRADEMARK

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confusingly similar to the Trademark except as expressly permitted by this Agreement; (d) apply for registration of any trademark, name, logo or other designation that is confusingly similar to the Trademark; (e) make any use of the Trademark, or the use of any trademark, name or logo or other designation which is identical or confusingly similar to the Trademark after the date three (3) years from the date of this Agreement or the date of the sale of all copies of the Figurine in Pfeil & Holing's inventory as of the date of this Agreement, whichever occurs first; (f) use the Trademark in any manner which depreciates the goodwill therein.

3. Everfresh licenses to Pfeil & Holing the right to use the Trademark in connection with the promotion and sale of the 800 copies of the Figurine which Pfeil & Holing presently has in its inventory; provided, however, that notwithstanding anything in this Agreement to the contrary, any and all rights granted to Pfeil & Holing concerning the use of the Trademark will terminate on the date three (3) years from the date of this Agreement or the date of the sale of all copies of the Figurine in Pfeil & Holing's inventory as of the date of this Agreement, whichever occurs first.

4. Should Everfresh intentionally abandon the Trademark, its rights under this Agreement will be lost and Pfeil & Holing may thereafter use the Trademark in all proper ways unrestrained by the terms of the Agreement.

5. This Agreement supersedes and replaces all prior agreements (oral or written) between Everfresh and Pfeil & Holing relating to the subject matter hereof and may be modified only pursuant to a written instrument executed by both parties hereto subsequent to the date of this Agreement. This Agreement will be construed and enforced in accordance with the internal laws of the State of Minnesota applicable to agreements executed and to be wholly performed therein. Only the Minnesota courts (State and Federal) will have jurisdiction over controversies regarding this Agreement. This Agreement has been fully negotiated by the parties through their legal counsel. Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be valid under applicable law, but if any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, that provision will be ineffective as to the extent of such prohibition or invalidity, and the remaining provisions will be enforceable to the maximum extent possible. Any act or failure to act by either party will not be construed as a waiver of that party's rights under this Agreement unless a memorandum of waiver, expressing the intention to waive, signed by the party to be charged with waiver, is made and delivered to the other party. No such waiver will be deemed to be a waiver of any past or future breach of the same or any other provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original. Such counterparts will, however, together constitute only one and the same instrument. All rights

and remedies granted to either party under this Agreement will be cumulative and will not interfere with or prevent the exercise of any other right or remedy that may be available to the party. The terms and provisions contained in this Agreement which by their sense and context are intended to survive the performance of this Agreement by either or both parties will so survive the completion of the performance and termination of this Agreement.

DATE: 9/26/90

PFEIL & HOLING, INC.

By [Signature]  
Its President

STATE OF NEW YORK )  
COUNTY OF QUEENS ) ss.

On this 27<sup>TH</sup> day of Sept, 1990, before me the undersigned, a Notary Public in and for said State, personally appeared SUMNER STRICKLER, known to me to be the President of Pfeil & Holing, Inc., and to be the person who executed the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

FRANK J. PERWEILER  
Notary Public, State of New York  
No. 41-8337052  
Qualified in Queens County  
Commission Expires August 31, 1992

WITNESS my hand and official seal.

[Signature]  
Notary Public

REEL 0874 FRAME 935

DATE: 9/17/90

EVERFRESH FOOD CORPORATION

By [Signature]  
Its President

STATE OF MINNESOTA

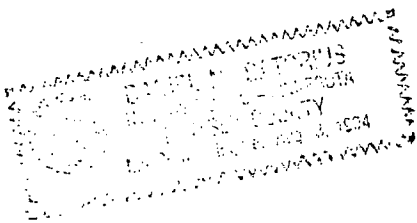
COUNTY OF Hennepin

)  
) ss.  
)

On this 17<sup>th</sup> day of September, 1990, before me the undersigned, a Notary Public in and for said State, personally appeared Gene J. Steinfeldt, known to me to be the President of EVERFRESH FOOD CORPORATION and to be the person who executed the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

WITNESS my hand and official seal.

[Signature]  
Notary Public



REEL 0874 FRAME 936

TRADEMARK

RECORDED  
PATENT AND TRADEMARK  
OFFICE  
JUL 15 1992

# EXHIBIT B



# New Jersey State Business Gateway Service

Corporate and Business Information Reporting

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[Services](#)

» [Business List](#)

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Access Services...

» [Gateway Watch](#)

[& Name Search](#)

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[Search](#)

View Cart...

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» [Your History](#)

## Gateway Watch - Business Entity Search Results

### Name List

Following are the names that match your search request and a listing of filing (registration) numbers associated with the names. If you wish to receive an online status report, or place an order for a standing certificate, click the appropriate box(es) to the right of the name(s) you are interested in. If you wish to request a timed update, indicate the date on which the update is to be produced. If you wish to perform a new search, your selections will be added to your Shopping Cart and saved until you are finished searching and proceed with your purchase.

These results are current through **04/14/2011**.

If you would like to obtain a Standing Certificate please go to

<http://www.state.nj.us/treasury/revenue/standcert.htm>

### Fee Schedule

Status Reports: \$ 5.00 each

Timed Updates: \$ 5.00 each

### Payment Information

Pay Online via Credit Card or Depository Account. Please note that you will not be charged for a Timed Update until it has been sent to you.

You Searched For: **Jimmy's**

Within Business Entity Search: **Associated Name**

[Next >](#)

Business Entity Name ( Associated Name )	Filing Number	Type Code	Purchase Status Report	Purchase Timed Update (example date format: 01/23/2002)	Purchase Timed Update (example date format: 01/23/2002)	Purchase Timed Update (example date format: 01/23/2002)
1 FUGAWI, INC. (JIMMY'S )	0100873077	DP	<input type="checkbox"/>			
2 JIMMY'S CHOCOLATE CHIP COOKIES, LLC (JIMMY'S ACQUISITION COMPANY, LLC )	0600367299	LLC	<input type="checkbox"/>			
3 JIMMY'S FRIENDLY SERVICE, INC. (JIMMY'S AUTO SERVICE )	0100003777	DP	<input type="checkbox"/>			
4 JIMMY Z., INC. (JIMMY'S CHOCOLATE CHIP COOKIES, INC. )	0100232156	DP	<input type="checkbox"/>			
5 TING INC. (JIMMY'S CITGO )	0100189441	DP	<input type="checkbox"/>			
6 DSP, INC. (JIMMY'S COFFEE SHOP )	0100447679	DP	<input type="checkbox"/>			
7 2351 BOULEVARD CORP. (JIMMY'S COFFEE SHOP & DELI )	0100038783	DP	<input type="checkbox"/>			
8 ROSS MECHANICAL CONTRACTING, L.L.C. (JIMMY'S COIL CLEANING )	0600068041	LLC	<input type="checkbox"/>			
9 TINA CORPORATION (JIMMY'S DELI )	0100462096	DP	<input type="checkbox"/>			
10 2351 BOULEVARD CORP. (JIMMY'S DELICATESSEN & LIQUOR )	0100038783	DP	<input type="checkbox"/>			

[View Type Code Descriptions](#)

Your search returned **24** matches.  
10 records displayed on Page 1 of 3

[Next >](#)

If you have selected an item and would like to Perform a New Search, that item will be saved in your Shopping Cart.

[Perform New Search](#)

[Proceed With Order](#)

**TRADEMARK**

**REEL: 004541 FRAME: 0261**



[Privacy Policy](#)

# EXHIBIT C

# New Jersey State Business Gateway Service

Corporate and Business Information Reporting



## Business Entity Status Report

**Printing Instructions:** Open your Browser's Page Setup menu and set your page margins to 0.25". Use your Browser's Print option to print the report as seen on screen.

**Saving Instructions:** Save this file to your hard drive for later viewing by using the Browser's "Save As" function. All available information is displayed.

<b>Status Report For: JIMMY Z., INC.</b>	
<b>Business Name: JIMMY Z., INC.</b>	<b>Report Date: 04/12/2011</b>
<b>Business ID Number: 0100232156</b>	<b>Transaction Number: Sequence: 1833844: 1</b>
<b>Business Type: DOMESTIC PROFIT CORPORATION</b>	
<b>Status: ANNUAL REPORT REINSTATEMENT</b>	
<b>Filing Date: 07/09/1984</b>	<b>Home Jurisdiction: NJ</b>
<b>Status Change Date:</b>	<b>Stock Amount: 2500</b>
<b>DOR Suspension Start Date: 04/09/1997</b>	<b>DOR Suspension End Date: 05/14/1999</b>
<b>Tax Suspension Start Date:</b>	<b>Tax Suspension End Date:</b>
<b>Annual Report Month: 7</b>	
<b>Last Annual Report Filed: 07/16/2010</b>	
<b>For Last Annual Report Paid Year: 2010</b>	
<b>Incorporator: JUDITH JOSEPH</b>	
<b>Agent: JAMES ZORN</b>	
<b>Agent Address: 18-01 RIVER ROAD</b>	
<b>FAIR LAWN, NJ 07410</b>	
<b>Office Address Status: Deliverable</b>	
<b>Main Business Address: 18-01 RIVER ROAD</b>	
<b>FAIR LAWN, NJ 07410</b>	
<b>Principal Business Address: 18-01 RIVER ROAD</b>	
<b>FAIR LAWN, NJ 07410</b>	
<b>Associated Names</b>	
<b>Name: JIMMY'S CHOCOLATE CHIP COOKIES, INC.</b>	<b>Type Description: Previous Name</b>
<b>Officers/Directors/Members</b>	
<b>1) Title: PRESIDENT</b>	
<b>Name: JAMES ZORN</b>	

Address: 18-01 ER ROAD  
FAIR LAWN, NJ 07410



\*\*If you would like to receive photocopies of documents filed by this business entity, mail your request to PO Box 450, Trenton, NJ 08625. Indicate the Business Entity Number(s) involved and the type of document you wish to have copies of. Your choices are listed below:

**CHARTER DOCUMENTS**

- Original Certificate Only (For example, Certificate of Incorporation);
- Changes and Amendments to the Original Certificate Only; **OR**
- All Charter Documents (Original Certificate and Changes/Amendments)

And/or

**ANNUAL REPORTS**

- Copy of Latest Annual Report; **OR**
- Copy of Annual Report for a Specific Year(s) (List the Year Desired)

The photocopy fee for all entities except limited liability companies is \$1 per page. For limited liability companies, the fee is \$1 for the first page and \$2 per page thereafter.

The total fee amount for your order will vary depending on the number of pages associated with each filed document you request. You may supply us with a check with a NOT TO EXCEED instruction to cover the costs. Make the check payable to the Treasurer, State of New Jersey. Alternately, you may pay by credit card (provide card#/expiration date and cardholder information) or depository account. Please include a self-addressed envelope with your order. If you have any questions or would like information on alternative service options such as over-the-counter expedited service, call 609-292-9292 (option 3 on the main menu and then option 8), weekdays, 8:30 a.m. to 4:30 p.m.

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