

Form PTO-1594 (Rev. 12-11)
OMB Collection 0851-0027 (exp. 04/30/2015)

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):

Standford L. Glass

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

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 13, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other Trademark Purchase Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenships attached? Yes No

Name: Matthew's Bread Company, Inc.

Street Address: 280 B Mishawum Rd

City: Woburn

State: MA

Country: US ZIP: 01801

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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) Text

B. Trademark Registration No.(s)

1208766

2165741

2272349

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: Lisa M. Tittemore

Internal Address: Sunstein Kann Murphy & Timbers LLP

Street Address: 125 Summer Street

City: Boston

State: MA Zip: 02110-1618

Phone Number: 617-443-9292

Docket Number: 2848/206

Email Address: Trademarks@sunsteinlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.4) \$90

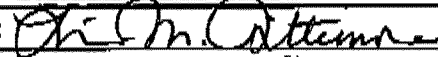
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 19497

Authorized User Name Lisa M. Tittemore

9. Signature:



Signature

September 14, 2012

Date

Lisa M. Tittemore

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$90.00 194972 120876

TRADEMARK PURCHASE AGREEMENT

THIS TRADEMARK PURCHASE AGREEMENT ("Agreement") is made effective as of July _____, 2010 ("Effective Date"), by and between **Stanford L. Glass**, an individual ("Seller"), and **Matthew's Bread Company, Inc.**, a Delaware corporation ("Buyer").

Seller is the owner of the trademarks identified on **Exhibit A** (collectively, the "Marks"), and Buyer has been using the Marks under an exclusive Trademark License Agreement between Seller and Buyer dated February 4, 2000 (the "Trademark License Agreement");

Buyer desires to purchase, and Seller desires to sell, all of its right, title, and interest in, together with all of the goodwill associated with, the Marks and their associated intellectual property; and

REDACTED

REDACTED

REDACTED

C. This Agreement shall not be amended or altered without the prior written consent of the Seller and the Buyer.

D. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

E. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. This agreement may be executed in original or through signatures transmitted by facsimile or other electronic means.

F. Except as specifically set forth herein, Buyer and Seller shall each pay their own fees, expenses and disbursements in connection with the subject matter of this Agreement and all other costs and expenses incurred in performing and complying with all conditions to be performed under this Agreement, including fees and expenses of each party's attorneys, accountants and financial advisors.

G. In the event of a breach of this agreement and ensuing litigation or arbitration, the breaching party shall be liable to the non-breaching party for all costs and expenses, including attorneys' fees, incurred by the non-breaching party in connection with the litigation or arbitration.

H. All recitals to this agreement and terms defined therein, if any, are incorporated by reference into the body of this agreement.

I. The Trademark License Agreement is terminated effective as of July 15, 2010 or the date on which Seller receives the payment referred to in Section 2, whichever is earlier. Sections 7, 12, and 13 of the Trademark License Agreement will continue in effect after its termination.

IN WITNESS WHEREOF, the parties hereto have signed this Trademark License Agreement to be executed as of the date first written above by their duly authorized representatives.

Seller:

Stanford L. Glass

Stanford L. Glass

Buyer:

Matthew's Bread Company, Inc.

By: 

Name: Matthew's Bread Company, Inc.

Title: President

EXHIBIT A**MARKS**

1. MATTHEW'S ALL NATURAL EST. 1979 and Design, registered with the United States Patent and Trademark Office ("USPTO") on the Principal Register on September 14, 1982 for "bakery products -- namely, English muffins", and designated Registration No. 1,208,766.



2. MATTHEW'S ALL NATURAL, registered with the USPTO on the Principal Register on June 16, 1998 for "bakery products," and designated Registration No. 2,165,741.

3. MATTHEW'S ALL NATURAL and Design, registered with the USPTO on the Principal Register on August 24, 1999 for "bakery products" and designated Registration No. 2,272,349.



4. MATTHEW'S, for bakery products

EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, **Stanford L. Glass**, an individual located at 980 N. Michigan Avenue, Suite 1380, Chicago, Illinois 60611 ("Assignor") is the owner of and has adopted, used, is using, and/or a licensee is using the trademarks set forth on the attached **Schedule 1** in conjunction with Assignor's or its licensee's business (collectively, the "Marks"), together with the goodwill symbolized thereby; and

WHEREAS, in conjunction with that separate Trademark Purchase Agreement of even date herewith, Assignor desires to assign, transfer and convey to **Matthew's Bread Company, Inc.**, a Delaware corporation with a mailing address, C/O Superior Baking Company, PO Box 898, North Grosvenordale, CT 06255 ("Assignee"), and Assignee desires to acquire, the Marks, any pending applications or registrations issued in connection therewith and the goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby convey, assign, transfer and set over unto Assignee all of Assignor's rights, title and interest in and to the Marks, together with the goodwill symbolized thereby, together with all applications and/or registrations thereof, and together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of said Marks.

Effective Date: July __, 2010

Assignor:

Stanford L. Glass

STATE OF _____

COUNTY OF _____

On this _____ day of June, 2010, the above named individual, to me known to be the person described in and who executed the foregoing instrument, personally appeared before me and acknowledged that he or she executed the same as his or her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires:

SCHEDULE 1**MARKS**

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