

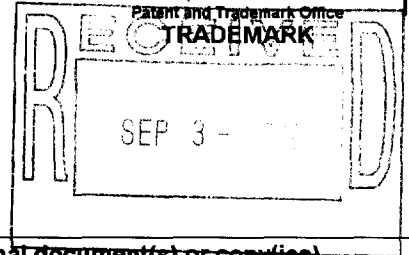
09-09-1999

9-3-99



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U.S. Department of Commerce  
Patent and Trademark Office



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
12 22 95

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
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

#### FOR OFFICE USE ONLY

09/09/1999 NTHAI1 00000104 500672 1209222

01 FC:481 40.00 CH  
02 FC:482 100.00 CH

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

**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"/>	<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" value="1209222"/>	<input type="text" value="1262588"/>	<input type="text"/>
<input type="text" value="1217059"/>	<input type="text" value="1206590"/>	<input type="text"/>
<input type="text" value="1260135"/>	<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.

Karl M. Zielaznicki, Esq.

8/3/99

Name of Person Signing

Signature

Date Signed

**AMENDMENT TO ASSET PURCHASE AGREEMENT**

The parties to this agreement are David's Cookies, Inc., a New York corporation ("David's"), Cookie Clipboard Baking, Inc., a New Jersey corporation ("Cookie Clipboard"), Fairfield Gourmet Food Corp., a New Jersey corporation, David Linderman ("Linderman") and Stephen A. Stein ("Stein").

The parties hereby agree as follows:

1. The preamble to that certain Asset Purchase Agreement, dated as of December 22, 1995, by and among David's, Cookie Clipboard, Linderman and Stein (the "Asset Purchase Agreement") is amended to read in its entirety as follows:

"This Asset Acquisition Agreement dated as of December 22, 1995, by and among (i) David's Cookies Inc., a New York corporation, having its principal place of business at P.O. Box 2116, Great Neck, New York 11023 ("Seller"); (ii) Cookie Clipboard Baking, a division of Fairfield Gourmet Food Corp., a New Jersey corporation, having its principal place of business at 12 Commerce Road, Fairfield, New Jersey 07004 ("Buyer"); (iii) David Linderman, having his principal residence at 25 Bedford Road, Kenosha, New York 10336 ("Linderman"); and (iv) Stephen A. Stein, having his principal residence at 60 Pinewood Drive, Jencks, New York 11753 ("Stein"). Linderman and Stein are hereinafter collectively referred to as "David's Shareholders."

2. Except as specifically amended by this agreement, the terms, provisions, obligations, covenants and conditions of the Asset Purchase Agreement shall remain unchanged and in full force and effect.

3. This agreement shall be effective as of December 22, 1995.

4. This agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same agreement.

DAVID'S COOKIES, INC.

COOKIE CLIPBOARD BAKING, INC.

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

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

FAIRFIELD GOURMET FOOD CORP.

David Linderman

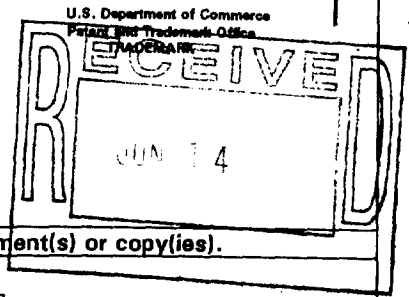
By: \_\_\_\_\_

Stephen A. Stein

06-18-1999



101069545  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



MD 6-14-99

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

Submission Type

- New
- Resubmission Document ID # \_\_\_\_\_ (Non-Recordation)
- Correction of PTO Error Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document Reel # 1461 Frame # 0329

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
12 22 95

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name David Liederman

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name Fairfield Gourmet Food Corp.

DBA/KA/TA Fairfield Gourmet Food Corp., DBA Cookie Cupboard Baking

Composed of \_\_\_\_\_

Address (line 1) 12 Commerce Road

Address (line 2) \_\_\_\_\_

Address (line 3) Fairfield NJ 07004  
City State/County Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association

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.)

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New Jersey

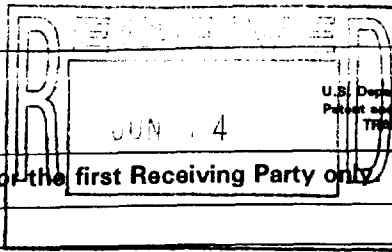
06/17/1999 MTHAII 00000115 1209222

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01 FC:481 40.00 DP  
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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231



**Domestic Representative Name and Address**

Enter for the first Receiving Party only

Name

[Empty text box]

Address (line 1)

[Empty text box]

Address (line 2)

[Empty text box]

Address (line 3)

[Empty text box]

Address (line 4)

[Empty text box]

**Correspondent Name and Address**

Area Code and Telephone Number

212-704-6125

Name

Karl M. Zielaznicki, Esq.

Address (line 1)

Parker Chapin Flattau & Klimpl, LLP

Address (line 2)

1211 Avenue of the Americas

Address (line 3)

New York, NY 10036

Address (line 4)

[Empty text box]

Pages

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

#

2

**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)

[Empty text box]

[Empty text box]

[Empty text box]

1209222

1262588

[Empty text box]

[Empty text box]

[Empty text box]

[Empty text box]

1217059

1206590

[Empty text box]

[Empty text box]

[Empty text box]

[Empty text box]

1260135

[Empty text box]

[Empty text box]

Number of Properties

Enter the total number of properties involved.

#

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

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:

#

500-672

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 my attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Karl M. Zielaznicki, Esq.

Name of Person Signing

Signature

6/14/99

Date Signed

**AMENDMENT TO ASSET PURCHASE AGREEMENT**

The parties to this agreement are David's Cookies, Inc., a New York corporation ("David's"), Cookie Cupboard Baking, Inc., a New Jersey corporation ("Cookie Cupboard"), Fairfield Gourmet Food Corp., a New Jersey corporation, David Linderman ("Linderman") and Stephen A. Stein ("Stein").

The parties hereby agree as follows:

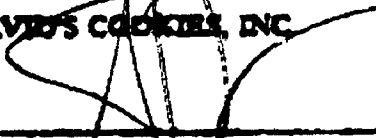

1. The preamble to that certain Asset Purchase Agreement, dated as of December 22, 1995, by and among David's, Cookie Cupboard, Linderman and Stein (the "Asset Purchase Agreement") is amended to read in its entirety as follows:


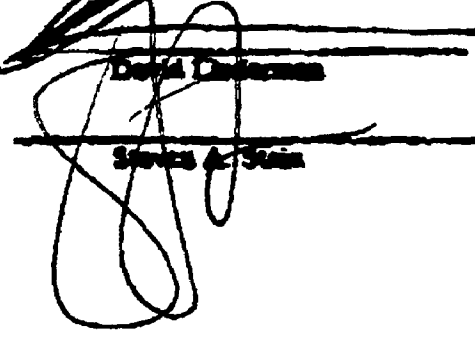
This Asset Acquisition Agreement dated as of December 22, 1995, by and among (i) David's Cookies Inc., a New York corporation, having its principal place of business at P.O. Box 2116, Great Neck, New York 11033 ("Seller"); (ii) Cookie Cupboard Baking, a division of Fairfield Gourmet Food Corp., a New Jersey corporation, having its principal place of business at 12 Commerce Road, Fairfield, New Jersey 07004 ("Buyer"); (iii) David Linderman, having his principal residence at 25 Bedford Road, Katonah, New York 10536 ("Linderman"); and (iv) Stephen A. Stein, having his principal residence at 60 Putnam Drive, Jancho, New York 11753 ("Stein"). Linderman and Stein are hereinafter collectively referred to as "David's Shareholders."

2. Except as specifically amended by this agreement, the terms, provisions, obligations, covenants and conditions of the Asset Purchase Agreement shall remain unchanged and in full force and effect.

3. This agreement shall be effective as of December 22, 1995.

4. This agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same agreement.

DAVID'S COOKIES, INC.  
By:   
FAIRFIELD GOURMET FOOD CORP.  
By: 

COOKIE CUPBOARD BAKING, INC.  
By:   
David Linderman  
  
Stephen A. Stein

The parties to this agreement are David's Cookies, Inc., a New York corporation ("David's"), Cookie Cupboard Baking, Inc., a New Jersey corporation ("Cookie Cupboard"), Fairfield Gourmet Food Corp., a New Jersey corporation, David Liederman ("Liederman") and Stephen A. Stein ("Stein").

The parties hereby agree as follows:

1. The preamble to that certain Asset Purchase Agreement, dated as of December 22, 1995, by and among David's, Cookie Cupboard, Liederman and Stein (the "Asset Purchase Agreement") is amended to read in its entirety as follows:

"This Asset Acquisition Agreement dated as of December 22, 1995, by and among (i) David's Cookies Inc., a New York corporation, having its principal place of business at P.O. Box 2116, Great Neck, New York 11022 ("Seller"); (ii) Cookie Cupboard Baking, a division of Fairfield Gourmet Food Corp., a New Jersey corporation, having its principal place of business at 12 Commerce Road, Fairfield, New Jersey 07004 ("Buyer"); (iii) David Liederman, having his principal residence at 25 Bedford Road, Katonah, New York 10536 ("Liederman"); and (iv) Stephen A. Stein, having his principal residence at 60 Foxwood Drive, Jencho, New York 11753 ("Stein"). Liederman and Stein are hereinafter collectively referred to as "David's Shareholders."

2. Except as specifically amended by this agreement, the terms, provisions, obligations, covenants and conditions of the Asset Purchase Agreement shall remain unchanged and in full force and effect.

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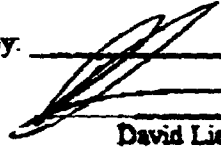
DAVID'S COOKIES, INC.

COOKIE CUPBOARD BAKING, INC.

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

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

FAIRFIELD GOURMET FOOD CORP.

  
\_\_\_\_\_  
David Liederman

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

\_\_\_\_\_  
Steven A. Stein

THIS STATEMENT SHOULD BE RETAINED FOR INCOME TAX PURPOSES.

WE MUST BE ADVISED IMMEDIATELY OF ANY ERRORS OR OMISSIONS. INSURANCE CARRIED ON ACCOUNTS UP TO \$5.5 MILLION

PLEASE SEE REVERSE SIDE.

880002

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RECORDED: 06/14/1999

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