FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 09-09-1999



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# 9-3-46 U.S. Department of Commerce Patent and Trademark Office TRADEMARK SEP 3

## 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 Conveyance Type
X New
Resubmission (Non-Recordation)  Document ID #  Correction of PTO Error  Resubmission (Non-Recordation)  Security Agreement Nunc Pro Tunc Assignment  Effective Date  Month Day Year
Reel # Frame # Change of Name
Corrective Document Reel # Other 1209777
Conveying Party  Mark if additional names of conveying parties attached Execution Date Month Day Year
Name David Liederman
Formerly
X 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/AKA/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
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
X   Corporation   Association   appointment of a domestic representative should be attached.   Other   (Designation must be a separate
document from Assignment.)  Citizenship/State of Incorporation/Organization  New Jersey
709/1999 NTHAI1 00000104 500672 1209222 FOR OFFICE USE ONLY
FC:481 40.00 CH   FC:482 100.00 CH   Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document an gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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FORM PTO-161	8B
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### Page 2

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Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspond	lent Name and Address <sub>Are</sub>	a 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)			
Pages	Enter the total number of page including any attachments.	es of the attached conveyance doc	ument # 2
Trademark	Application Number(s) or I	Registration Number(s)	Mark if additional numbers attached
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indic	cated herein.		/ /
Karl	M. Zielaznicki, Esq.	Un. ()1	8/3/89
Name	of Person Signing	Signature	Date Signed

P.03

#### AMENDMENT TO ASSET PURCHASE ACRESMENT

The parties to this agreement are Devid's Coulties, Inc., a New York corporation ("Devid's"), Coultie Cupbeard Beling, Inc., a New Jersey corporation "Coultie Cupbeard"), Feirfield Gonzaet Food Carp., a New Jersey corporation, Devid Lindowsen ("Lindowsen") and Stoplets A. Stain ("Stain").

The percies besuby agree as follows:

1. The presentie to that certain Asset Purchase Agreement, duted as of December 22, 1995, by and among David's, Coulde Captoned, Lindonese and Stain (the "Asset Purchase Agreement") is amounted to stand in its contexty as follows:

"This Aster Acquisition Agreement deted as of December 22, 1995, by each among (i) David's Cookies inc., a New York corporation, having its principal place of business at P.O. Box 2116, Great Mack, New York 11022 ("Seller"); (ii) Cookie Cupteard Behing, a division of Painfield Gournes Food Cutp., a New Jurgey expertation, having its principal place of instance at 12 Commerce Read, Frieffold, New Jersey 07004 ("Buyer"); (iii) David Liedermen, having his principal residence at 25 Bestland Road, Ramanh, New York 10536 ("Liedermen"); and (iv) Stephen A. Stein, having his principal residence at 60 Pusswood Erden, Jersche, New York 11753 ("Secie"). Liedermen and Stein are invalenter collectively referred to an "David's Sheebabilers."

- 2 Except as specifically enumed by this agreement, the serms, provisions, obligations, coverages and conditions of the Asset Purchase Agreement thail remain unchanged and in full faces and office.
  - 3. This agreement that be affective at of December 22, 1995.

4. This agreement may be executed by the parties hereto in separate someopers, each of which when so enterted and delivered shall be an original but all such constanying that suggester consists one and the same agreement.

DAYES COOKIES, INC.

COOKIE CUPBOARD BAKING, INC.

FAIRFIELD GOLDMET FOUR COAP.

Dy: Array

Stores of State

FORM PTO-1618A Expires 08/30/99 OMB 0651-0027

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Receiving Pa	rty	Mark if additional names of receiving parties attached
Name	Fairfield Gourmet Food Corp	р.
DBA/AVA/TA	7 : C 11 C	DDA Cashia Curboard Baking
DBA/AKA/TA	Fairfield Gourmet Food Corp	p., DBA Cookie Cupboard Baking
Composed of		
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Address (line 2)		
Address (line 3)	Fairfield	NJ 07004
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Individual	General Partnership	the receiving party is not domiciled in the Unite States, an appointment of a domestic
X Corporation	Association	representative should be attached. (Designation must be a separate document from Assignmen
Other		
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FORM P7 Expires 06/30/ OMB 0651-00:	99		Page 2	υ <b>υ</b> Ν , 4	U.S. Designment of Commerce Patter and Trademark Office TRIPLEMARK
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Address (line 4)					
Correspond	ent Name and Addre	SS	Area Code and	Telephone Number 21	2-704-6125
Name	Karl M. Zielaznicki, Esq.				
Address (line 1)	Parker Chapin Flattau &	Klimpl, LLP			
Address (line 2)	1211 Avenue of the Ame	ricas			
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			1217059	1206590	
			1260135		
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Karl M. Zielaznio	ki, Esq.		Cia		6/14/99
Name	of Person Signing		Signature	<u> </u>	Date Signed

TRADEMARK REEL: 001955 FRAME: 0797

P-02

-99 12:53P david's cookies/cookie cu 19738826996

P.03

#### AMENDMENT TO ASSET PURCHASE ACRESMENT

The parties to this agreement are David's Coulcies, Inc., a New York corporation ("David's"), Coulcie Cupbeard Baking, Inc., a New Jersey corporation "Coulcie Cupbeard"), Fairfield Governor Food Corp., a New Jersey corporation, David Linderman ("Linderman") and Stephes A. State ("Stein").

#### The percies hereby aures as follows:

The presentie to that cortain Asset Purchase Agreement, detect as of December 22, 1995, by and among David's, Coultie Caphoned, Lindowson and Stain (the "Asses Purshess Agreement") is granded to read in its univery at follows:

This Assn Acquision Agreement detel as of Denautur 22, 1995, by and emong (i) David's Cookies Inc., a New York corporation, having its principal place of business at P.O. Bert 2116, Greet Neck, New York 11022 ("Seller"); (ii)
Coakto Cuptocard Bahing, a division of Phisfield Governor Fond Cuty., a New Jurgey
corporation, having its principal place of business at 12 Commerce Read, Frieffold,
New Jersey 07004 ("Buyer"); (iii) David Liedentons, having his principal residence
at 25 Badford Road, Katonah, New York 10536 ("Liedenton"); and (iv) Stephen A.
Suein, having his principal residence at 60 Futuroud Drive, Jameho, New York 11753 ("Secia"). Linderson and Stain are harmacher collectively referred to as "Devid's Shareholders."

- 2 Except as specifically enumbed by this agreement, the terms, provisions, ignicate, coverages and conditions of the Asset Purchase Agreement thail remain. urbanced and in full farce and offer.
  - This seroment thall be effective as of December 22, 1995.

This agreement may be executed by the parties hereto in separate countempers, such of which when so ensested and delivered shall be un original but all a ball together constitute one and the sums agreement.

DAVIDS CODEDES INC.

D GOLDBET FOUR COST. FAIRFIE

CROSCE CLIPBOARD BARING, INC.

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By.

Asse parses in 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 Psirfield 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 insteinafter 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.
  - 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 CUPBOARD BAKING, INC.
Ву:	Ву.
FAIRFIELD GOURMET FOOD CORP.	David Liederman
Ву:	Steven A. Stein

HIS STATEMENT SHOULD BE RETAINED FOR

WE HUST BE ADVISED IMMEDIATELY OF ANY ERRORS OR OHISSIONS.
INSURANCE CARRIED ON ACCOUNTS UP TO 83.5 MILLION

PLEASE SEE REVERSE SIDE.

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