

11-20-2000

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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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Norse Dairy Systems, L.P.

05 30 2000

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Norse Dairy Systems, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2821 Emerywood Parkway

Address (line 2) _____

Address (line 3) Richmond

City

VA

State/Country

23294

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

Other limited liability company

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.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

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 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.

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" value="see attached"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="see"/>	<input type="text" value="attached"/>	<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"/>	<input type="text"/>	<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.

E.T. Henry/Sr. Legal Assistant

Name of Person Signing

Signature

October 16, 2000

Date Signed

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

Trademark	Registration No.	Registration Date
SUNDAE TWIST and Design	803,183	02/01/66
CUPROLLER	873,386	07/22/69
CUPTROL and Design	943,846	10/03/72
NUTTY ROYALE and Design	1,444,334	06/23/87
CREAM CONE and Design	1,535,590	04/18/89
BURIED TREASURE	2,129,645	01/20/98
SNOW STORM	2,169,720	6/30/98
SWEET CONFESSIONS	2,161,031	05/26/98
TWIN DELIGHT	2,084,580	07/29/97
COOKIE ROYALE	2,084,581	07/29/97
U.S. STICK	1,869,089	12/20/94
U.S. STICK	1,848,382	08/02/94
U.S. STICK	1,849,691	08/09/94
NDS and Design	2,147,314	03/31/98
NDS and Design	2,158,345	05/19/98
NDS and Design	2,147,313	03/31/98
NDS and Design	2,146,003	03/24/98
NORSE DAIRY SYSTEM	2,144,263	03/17/98
NORSE DAIRY SYSTEM	2,156,312	05/12/98
NORSE DAIRY SYSTEM	2,148,918	04/07/98
NORSE DAIRY SYSTEM	2,146,000	03/24/98
Design (Norseman Character)	2,147,321	03/31/98

Trademark	Registration No.	Registration Date
Design (Norseman Character)	2,156,314	05/12/98
Design (Norseman Character)	2,145,997	03/24/98
SCREW BALL	2,317,844	02/15/00

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

Trademark	Serial No.	Application Date
NORSE	75/443,272	03/02/98
NORSE	75/443,000	03/02/98
NORSE	75/443,001	03/02/98
NORSE	75/443,002	03/02/98
TURBO TUBE	75/216,858	12/23/96
TWO BALL SCREWBALL	75/443,266	03/02/98
TWO BALL SCREWBALL	75/537,721	03/02/98
SCREWBALL	75/542,323	08/17/98
ZOOMBA	75/819,043	10/08/99
ZOOMERS	75/819,046	10/08/99

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May³⁰, 2000 ("Effective Date") by and among NORSE DAIRY SYSTEMS, L.P., a Delaware limited partnership, with its principal office at 1740 Joyce Avenue, Columbus, Ohio 43219 ("Assignor"), and NORSE DAIRY SYSTEMS, LLC, a Delaware limited liability company, with its principal office at 2821 Emerywood Parkway, Suite 210, Richmond, Virginia 23294-3727 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 14, 2000(the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto and the United States applications for trademark registration set forth on Schedule B attached hereto (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the Assignor's entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, and all of the goodwill associated with each of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

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