

10-11-2001



101869313

TRADEMARK

10-11-01  
10-11-01

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 # 002057 Frame # 0905

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Agreement
  - Merger  Change of Name
  - Other  Termination and Release of Security Interests in Certain Trademarks
- Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name Fleet National Bank

03/20/2000

Formerly BankBoston, N.A.

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

Receiving Party

Mark if additional names of receiving parties attached

Name Cape Cod Potato Chip Company, Inc.

DBA/AKATA \_\_\_\_\_

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

Address (line 1) 100 Breed's Hill Road

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

Address (line 3) Hyannis Massachusetts 02601

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

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 Massachusetts

10/12/2001 GT0M11 00000001 1895231

FOR OFFICE USE ONLY

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

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

TRADEMARK  
REEL: 002380 FRAME: 0622

**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 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="1,895,231"/> | <input type="text" value="1,408,748"/> | <input type="text"/> |
| <input type="text" value="1,895,230"/> | <input type="text" value="1,372,832"/> | <input type="text"/> |
| <input type="text" value="1,515,663"/> | <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.

EDWARD H. SCHUTH



9/27/01

Name of Person Signing

Signature

Date Signed



MRD  
3-27-00

04-24-2000



101329755

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Cape Cod Potato Chip Company Inc.  
100 Breed's Hill Road  
Hyannis, MA 02601

A Massachusetts corporation

2. Name and address of receiving party:

Fleet National Bank  
(formerly known as BankBoston, N.A.), as Agent  
100 Federal Street  
Boston, MA 02110

A national banking association

3. Nature of conveyance: Termination and Release of Security Interests in Certain Trademarks, attached hereto as Exhibit 1.

Execution date: March 20, 2000

4. Application numbers and registration numbers:

A. Trademark registration numbers:

|                        |           |                   |
|------------------------|-----------|-------------------|
| Seashell Configuration | 1,895,231 | May 23, 1995      |
| Shapes of the Cape     | 1,895,230 | May 23, 1995      |
| Cape Cod               | 1,515,663 | December 6, 1988  |
| Lighthouse Design      | 1,408,748 | September 9, 1988 |
| Cape Cod               | 1,372,832 | November 26, 1988 |

BUSINESS 641491

40.00 OF  
100.00 OF  
04/24/2000 JS/MS/02 000004 1895231  
001 FC:461  
02 FT:462

TRADEMARK  
REEL: 002057 FRAME: 0905

TRADEMARK

REEL: 002380 FRAME: 0624

**B. Trademark application numbers:**

None

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Melanie J. Brockway, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

**6. Total number of applications and registrations involved: 5****7. Total fee enclosed: \$140****8. Deposit account number: Not applicable****9. 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.

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Melanie J. Brockway, Esq.  
March 24, 2000

Total number of pages submitted (including cover sheet and any attached Schedules and conveyance document and any attached Schedules):

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**TERMINATION AND RELEASE  
OF SECURITY INTERESTS  
IN CERTAIN TRADEMARKS**

**TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS** ("Release"), dated as of March 20, 2000, by **FLEET NATIONAL BANK** (formerly known as BankBoston, N.A.), a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, (the "Bank").

**WHEREAS**, the Bank and Cape Cod Potato Chip Company, Inc. (the "Company") are party to the Revolving Credit and Term Loan Agreement, dated as of September 30, 1996, which was amended and restated pursuant to the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of October 8, 1998 (as amended and in effect from time to time, the "Credit Agreement");

**WHEREAS**, the Bank and the Company are party to the Security Agreement, dated as of September 30, 1996, which was amended and restated pursuant to the Amended and Restated Security Agreement, dated as of October 8, 1998 (as amended and in effect from time to time, the "Security Agreement"), and the Trademark Collateral Security and Pledge Agreement, dated as of September 30, 1996, recorded with the Patent and Trademark Office on or about October 9, 1996 (Trademark Reel 1510 and Frame 0884) (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Company to the Bank under the Credit Agreement;

**WHEREAS**, pursuant to the terms of the Credit Agreement, the Security Agreement and the Trademark Agreement, the Company granted to the Bank, a security interest in and lien on, and collaterally assigned to the Bank all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A and B attached hereto (such trademarks, trademark registrations and associated goodwill being hereinafter collectively referred to herein as the "Trademarks"); and

**WHEREAS**, the Bank has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademarks as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Company hereby agree as follows:

1. **Release and Assignment**. The Bank hereby terminates and releases its security interest in and first priority lien on all of the Trademarks, and the Bank hereby assigns and transfers to the Company, without recourse, all of the Bank's right, title and interest in and to each of the Trademarks identified on Schedule A and B and the related trademark registrations and goodwill, effective as of the date set forth above.
2. **Acknowledgment and Acceptance**. The Company hereby acknowledges and accepts the foregoing release and assignment by the Bank.
3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

11USDOCS 81-77-2

**TRADEMARK  
REEL: 002057 FRAME: 0907**

**TRADEMARK  
REEL: 002380 FRAME: 0626**

**IN WITNESS WHEREOF**, the Bank and the Company have executed this Release, to take effect as of the date first set forth above.

**FLEET NATIONAL BANK** (formerly known as BankBoston, N.A.)

By: *[Signature]*  
Name: Mark R. Moreau  
Title: Vice President

Accepted:

**CAPE COD POTATO CHIP  
COMPANY, INC.**

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the Bank and the Company have executed this Release, to take effect as of the date first set forth above.

FLEET NATIONAL BANK (formerly known as BankBoston, N.A.)

By: \_\_\_\_\_  
Name:  
Title:

Accepted:

CAPE COD POTATO CHIP COMPANY, INC.

By: B. Clyde Prestler  
Name: B. Clyde Prestler  
Title: Vice President and Clerk

TRADEMARK  
REEL: 002057 FRAME: 0909

TRADEMARK  
REEL: 002380 FRAME: 0628

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MA )  
 ) ss.  
COUNTY OF BRISTOL )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9th day of March, 2000, personally appeared <sup>Mark R</sup>Moreau to me known personally, and who, being by me duly sworn, deposes and says that he is a <sup>vice</sup>President of FLEET NATIONAL BANK (formerly known as BankBoston, N.A.), and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

GERTL DE D. SANTOS  
Notary Public  
My Commission Expires July 16, 2004

*Gertl de D. Santos*  
Notary Public  
My Commission Expires: 7/16/04

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_\_ day of March, 2000, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is a \_\_\_\_\_ of CAPE COD POTATO CHIP COMPANY, INC., and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_ day of March, 2000, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is a \_\_\_\_\_ of FLEET NATIONAL BANK (formerly known as BankBoston, N.A.), and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF MECKLENBURG )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_ day of March, 2000, personally appeared B. Clyde Prestler to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President / Clerk of CAPE COD POTATO CHIP COMPANY, INC., and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.

Betty M. Druce  
Notary Public  
My Commission Expires: Aug 4, 2002

**SCHEDULE A****Trademarks and Trademark Registrations**  
**(United States)**

| <u>Trademark</u><br>or<br><u>Service Mark</u> | Registrations --<br>United States Patent and Trademark Office |                          |
|---|---|--------------------------|
|   | <u>Registration No.</u>                                       | <u>Registration Date</u> |
| Seashell Configuration                        | 1,895,231   | May 23, 1995             |
| Shapes of the Cape                            | 1,895,230   | May 23, 1995             |
| Cape Cod                                      | 1,515,663   | December 6, 1988         |
| Lighthouse Design                             | 1,408,748   | September 9, 1986        |
| Cape Cod                                      | 1,372,832   | November 26, 1985        |
| Cape Cod Potato & Chip<br>Des.                | 30,458<br>(Massachusetts)                                     | July 14, 1980            |

| <u>Trademark</u><br>or<br><u>Service Mark</u> | Pending Applications --<br>United States Patent and Trademark Office |                    |
|---|--|--------------------|
|   | <u>Serial No.</u>  | <u>Filing Date</u> |

None

**Trademarks and Trademark Registrations**  
**(Canada)**

| <u>Trademark</u><br>or<br><u>Service Mark</u> | Registrations --<br>Canadian Trademark Office |                   |
|---|---|-------------------|
|   | <u>Goods.</u>                                 | <u>Serial No.</u> |
| Lighthouse Design                             |   | 793,959           |
| Cape Cod                                      | Popped Popcorn                                | 366,580           |
| Cape Cod                                      | Potato Chips                                  | 344,045           |

| <u>Trademark</u><br>or<br><u>Service Mark</u> | Pending Applications --<br>Canadian Trademark Office |                    |
|---|--|--------------------|
|   | <u>Goods</u>   | <u>Filing Date</u> |
| Lighthouse Design                             | Potato Chips and Popcorn                             | filed 09/27/95     |

3USDOC: 828774.2

TRADEMARK  
REEL: 002057 FRAME: 0912TRADEMARK  
REEL: 002380 FRAME: 0631

Schedule BTrademark and Trademark Registrations  
(Europe)

| <u>Trade-mark</u><br>or<br><u>Service Mark</u> | <u>Country</u> | <u>Registration No.</u> | <u>Registration</u><br><u>Date</u> |
|--|----------------|-------------------------|------------------------------------|
| CAPE COD &<br>Lighthouse Design                | Austria        | 130,415                 | April 9, 1990                      |
| CAPE COD &<br>Lighthouse Design                | Benelux        | 452,591                 | October 21, 1988                   |
| CAPE COD &<br>Lighthouse Design                | Denmark        | 2050/1991               | April 12, 1991                     |
| CAPE COD &<br>Lighthouse Design                | Finland        | 128,077                 | September 20, 1993                 |
| CAPE COD &<br>Lighthouse Design                | France         | 1,663,908               | October 21, 1988                   |
| CAPE COD &<br>Lighthouse Design                | Germany        | 1,184,562               | April 10, 1992                     |
| CAPE COD &<br>Lighthouse Design                | Greece         | 91,563                  | December 7, 1988                   |
| CAPE COD &<br>Lighthouse Design                | Iceland        | 177/1989                | February 23, 1989                  |
| CAPE COD &<br>Lighthouse Design                | Ireland        | B134,895                | November 29, 1988                  |
| CAPE COD &<br>Lighthouse Design                | Ireland        | B134,896                | November 29, 1988                  |
| CAPE COD &<br>Lighthouse Design                | Italy          | 599,673                 | February 4, 1992                   |
| CAPE COD &<br>Lighthouse Design                | Norway         | 141,481                 | May 31, 1990                       |

|                                 |                |           |                   |
|---------------------------------|----------------|-----------|-------------------|
| CAPE COD &<br>Lighthouse Design | Portugal       | 252,923   | June 1, 1992      |
| CAPE COD &<br>Lighthouse Design | Portugal       | 252,924   | June 1, 1992      |
| CAPE COD &<br>Lighthouse Design | Spain          | 1,286,641 | May 6, 1992       |
| CAPE COD &<br>Lighthouse Design | Spain          | 1,286,642 | May 6, 1992       |
| CAPE COD &<br>Lighthouse Design | Sweden         | 232,016   | March 27, 1992    |
| CAPE COD &<br>Lighthouse Design | Switzerland    | 370,410   | November 28, 1988 |
| CAPE COD &<br>Lighthouse Design | United Kingdom | 1,365,026 | November 28, 1988 |
| CAPE COD &<br>Lighthouse Design | United Kingdom | 1,365,035 | November 28, 1988 |

BUSDOCS: 818774.2

RECORDED: 03/27/2000

RECORDED: 10/11/2001

TRADEMARK  
REEL: 002057 FRAME: 0914  
TRADEMARK  
REEL: 002380 FRAME: 0633