

08-06-2002



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**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7.29.02  
**Dirigo Spice Corporation**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State (**Massachusetts**)  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **Newly Weds Massachusetts Acquisition Co., LLC**  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: **4140 W. Fullerton Avenue**  
City: **Chicago** State: **IL** Zip: **60639**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **limited liability company (Delaware)**

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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: **July 23, 2002**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) **none**  
B. Trademark Registration No.(s) **see attached**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Rachel Thurlow, Esq., Burns & Levinson LLP**  
Internal Address: \_\_\_\_\_  
Street Address: **125 Summer Street**  
City: **Boston** State: **MA** Zip: **02110**

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41) \$ **240**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
**Rachel E. Thurlow**      Rachel E. Thurlow      7/29/02  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/05/2002 6T0M11 00000058 0576998  
01 FC:481 40.00 DP  
02 FC:482 200.00 DP

**TRADEMARK**  
**REEL: 002555 FRAME: 0370**

**ATTACHMENT TO RECORDATION FORM COVER SHEET**

Trademark Registration No.

0576998

0665474

1266490

1266491

1274469

1939937

1942674

2199575

2262268

**ASSIGNMENT OF TRADEMARKS,  
TRADEMARK APPLICATIONS AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL executed this 21st day of June, 2002, effective the 23rd day of July, 2002, by Dirigo Spice Corporation, a Massachusetts corporation ("Seller"), to Newly Weds Massachusetts Acquisition Co. LLC, a Delaware limited liability company ("Buyer").

R E C I T A L S:

WHEREAS, Buyer and Seller are parties to a certain Asset Purchase Agreement of even date herewith (the "Agreement"), under the terms of which Seller agrees to sell and transfer, and Buyer agrees to purchase, the Assets (as such term is defined in the Agreement); and

WHEREAS, Seller is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks, constitute part of the Assets; and

WHEREAS, pursuant to the Agreement, Buyer desires to obtain all of Seller's right, title and interest in, to and under said Trademarks subject to the terms and conditions of Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto, all subject to the terms and conditions of the Agreement. Seller agrees to take such further action and to execute such additional documents as may be necessary to perfect Buyer's title in and to the Trademarks and all foreign counterparts thereof.

Seller hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Registrations to Buyer. Seller hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest. Seller hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

DIRIGO SPICE CORPORATION

By: [Signature]  
Name: John R. Darack  
Title: President

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On 6/21, 2002, before me, the undersigned, a Notary Public in and for said Commonwealth personally appeared John R. Darack, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of Dirigo Spice Corporation. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]  
Notary Public Gary M. Markoff  
My Commission expires on: 1/13/06

Acknowledged and accepted: [SEAL]

NEWLY WEDS MASSACHUSETTS ACQUISITION CO., LLC

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

ASSIG.TM



SCHEDULE I  
TO  
ASSIGNMENTS OF TRADEMARKS,  
TRADEMARK APPLICATIONS AND GOODWILL  
BY  
DIRIGO SPICE CORPORATION  
TO  
NEWLY WEDS MASSACHUSETTS ACQUISITION CO., LLC

Trademarks

Trademark	Registration No.	Registration Date
BONUS	0576998	July 7, 1953
CATPHRODESIAC	1942674	December 19, 1995
CUNNINGHAM GENUINE SPICES	2262268	July 20, 1999
CUNNINGHAM SPICES	1274469	April 17, 1984
DIRIGO SPICE	2199575	October 27, 1998
FLAVOSMOKE	1266491	February 7, 1984
LIGHTHOUSE BRAND	1266490	February 7, 1984
PEPPOURI	1939937	December 5, 1995
[Design – figure]	0665474	August 5, 1958