

FORM PTO-1584 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TMOS/REV03

MRD
6-23-2003 TF

02-24-2004



Docket No.:

2301-50005

Tab settings

102641819

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

W.S.F. Limited Partnership of Michigan

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 28, 2003

2. Name and address of receiving party(ies):

Name: Hogan Partners, Inc.

Internal Address:

Street Address: 27777 Franklin Road

City: Southfield State: MI ZIP: 48034

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No. (s)

76/454,501
76/454,502

B. Trademark Registration No. (s)

1,367,906 1,153,303
1,228,611 1,051,414
1,014,424 890,179

Additional numbers Yes No

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

Name: Michael T. Raggio

Internal Address: Dinnin & Dunn, P.C.

2701 Cambridge Court

Auburn Hills, MI 48326

Street Address: Same

City: State: ZIP:

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 320.00 215.00
Per Telephone call 2/25/04, authorization
Enclosed from Mr Raggio given to
charge 215.00 recording fees. D. Russek
 Authorized to be charged to deposit account

8. Deposit account number:

04-1131

DO NOT USE THIS SPACE

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.

Michael T. Raggio

Name of Person Signing

Signature

June 18, 2003

Date

Total number of pages including cover sheet, attachments, and

Trademark Assignment Agreement

1. **Parties; Effective Date.** This Trademark Assignment Agreement ("Agreement") is entered into between W.S.F. Limited Partnership of Michigan, a Michigan limited partnership ("Assignor") and Hogan Partners, Inc., a Michigan corporation ("Assignee"). This Agreement is effective as of February 28, 2003.
2. **Purpose of Agreement.** Assignor is the owner of the following trademarks:
 - "WIN SCHULER'S (and Design)," U.S. Application Serial No. 76/454501
 - "MISCELLANEOUS DESIGN," U.S. Application Serial No. 76/454502
 - "THE ORIGINAL INNKEEPER'S SPREAD," U.S. Regis. No. 1,367,906
 - "WIN SCHULER'S (Stylized Letters)," U.S. Regis. No. 1,228,611
 - "WIN SCHULER'S," U.S. Regis. No. 1,014,424
 - "BAR-SCHEEZÉ (and Design)," U.S. Regis. No. 1,153,303
 - "BAR-SCHIPS," U.S. Regis. No. 1,051,414
 - "BAR-SCHEEZE," U.S. Regis. No. 890,179
 (the "Marks") and seeks to assign to Assignee, and Assignee seeks to acquire, the Marks pursuant to this Agreement.
3. **Assignment of Mark.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Marks, including, without limitation: (a) all goodwill associated with the Marks, and all goodwill associated with the business, goods and/or services to which the Marks pertain; (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Marks; and (c) any and all other rights of Assignor, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, the Marks.
4. **Cooperation.** Assignor agrees to provide whatever assistance is reasonably required by Assignee to perfect, secure, enforce or otherwise maintain its interests in the Marks.
5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors, and assigns.

AGREED AND ACCEPTED:

W.S.F. Limited Partnership of Michigan

Hogan Partners, Inc.

By: Hogan Partners, Inc.

Its: General Partner

By: _____

Name: Robert P. Nunez
Title: Vice President and Treasurer

By: _____

Name: Robert P. Nunez
Title: Vice President and Treasurer

60199_1.DOC

TRADEMARK
REEL: 002799 FRAME: 0896

2301-50005

Win Scholar Foods
MTR

JUL 08 2003



06-23-2003

U.S. PATENT & TRADEMARK OFFICE
REG. 1.01, 405

RECORDATION FORM COVER SHEET // TRADEMARK ASSIGNMENT
AGREEMENT // CHECK IN THE AMOUNT OF \$320.00 (CHECK NO. 17885)
MAILED ON June 18, 2003

Please stamp date received and return.

Dinnin & Dunn, P.C.