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

1. Name of conveying party(ies):

Markdel, Inc.  
200 West Ninth Street, Box 2105  
Wilmington, Delaware 19801

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

2. Name and address of receiving party(ies)

Name: Oldemark LLC

Internal Address: 100 Bank Street, Suite 610

Street Address: 100 Bank Street, Suite 610

City: Burlington State: VT ZIP: 05401

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

2/11/02

Execution Date: October 1, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Des. 309,105

Additional numbers attached?  Yes  No

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

James E. Roberts, Esq.

Name: Wendy's International, Inc.

Internal Address: 4288 W. Dublin Granville Road

Dublin, Ohio 43017

Street Address: 4288 W. Dublin Granville Road

City: Dublin State: OH ZIP: 43017

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

James E. Roberts

Name of Person Signing

Signature

2/11/02

Date

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

## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS is made and entered into to be effective as of 12:01 a.m., Eastern Daylight Time on October 1, 2001, by MARKDEL, INC., a corporation duly organized and validly existing under the laws of the State of Delaware, having its principal place of business at 200 West Ninth Street Plaza, Box 2105, Wilmington, Delaware 19801 ("Markdel") to OLDEMARK LLC, a limited liability company duly organized and validly existing under the laws of the State of Vermont, having its principal place of business at 100 Bank Street, Suite 610, Burlington, Vermont 05401 ("Oldemark");

### WITNESSETH:

WHEREAS, Markdel is the sole and exclusive owner of certain United States of America patents and pending patent applications which are described more fully in Exhibit A, attached hereto and incorporated herein by this reference (the "Patents"), and to the inventions covered thereby; and

WHEREAS, Oldemark desires to acquire all right, title and interest and ownership in and to the Patents and said inventions throughout the United States of America and its territories and possessions (the "USA") and in and to any and all of the United States of America patents which may be obtained with respect to said inventions;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Markdel does hereby sell, grant, transfer, assign and convey to Oldemark, its legal representatives, successors and assigns, all of Markdel's right, title and interest and ownership in and to its aforementioned inventions in the USA and its now owned or existing and filed Letters Patent of the United States

of America and patent applications listed on Exhibit A hereto, including, without limitation, the inventions and improvements described and claimed therein, and:

- (1) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (2) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; provided, however, that Markdel hereby retains its right to collect any income, royalties or payments attributable to periods prior to October 1, 2001;
- (3) the right to sue for past, present and future infringements thereof; and
- (4) all rights corresponding thereto throughout the USA, as fully and entirely as the same would have been held and enjoyed by Markdel had this assignment and sale not been made.

Upon said consideration, Markdel hereby agrees with Oldemark that it will not execute any writing or do any act whatsoever conflicting with these presents, and that Markdel will, at any time upon request, without further or additional consideration but at the expense of Oldemark, execute such additional assignments and other writings and do such additional acts as Oldemark may deem necessary or desirable to perfect Oldemark's enjoyment of this grant, and render all necessary assistance in making application for and obtaining divisional, reissued, or extended Letters Patent of the United States of America on said inventions, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements or other affidavits, it being understood that the foregoing covenant and

agreement shall bind, and inure to the benefit of, the legal representatives, successors and assigns of Markdel and Oldemark.

IN WITNESS WHEREOF, Markdel, through its duly authorized officer, has executed this instrument to be effective as of the day and year first hereinabove set forth.

MARKDEL, INC.

By: [Signature]  
Title: V. PRES.

ATTEST:

By: [Signature]  
Title: Secretary

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE )

ss:

The foregoing Assignment of Patent was executed and acknowledged before me this 29th day of AUGUST, 2001, by PETER J. WINNINGTON and JAMES F. HARKER, personally known to me to be the VICE PRES. and SECRETARY, respectively, of Markdel, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

[Signature]  
Notary Public

DARRELL K. LANE  
NOTARY PUBLIC - DELAWARE  
NEW CASTLE COUNTY  
My Commission Expires Feb. 5, 2002

#15234

# EXHIBIT A

to Assignment of Patents

Assignment from: Markdel, Inc.

Assignment to: Oldemark LLC

## US REGISTRATION

TITLE	REG. NO.
Sandwich Package	D309,105