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02-26-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



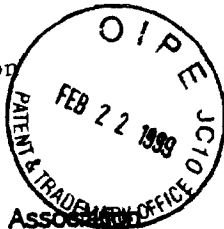
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Tab settings 2,22,99

To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, DC 20530, or to the nearest original documents or copy thereof

1. Name of conveying party(ies):

PNC Bank, National Association



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

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

3. Nature of conveyance:

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

Execution Date: December 30, 1998

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

Name: Simco Sales Services of Pennsylvania, Inc.

Internal Address: _____

Street Address: 3100 Marwin Avenue

City: Bensalem State: PA ZIP: 19020

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

N/A

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

A. Trademark Application No.(s)

N/A

B. Trademark registration No.(s)

1,355,681
1,304,008
1,283,750

Additional numbers attached? Yes No

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

Name: Cara L. Levy, Esquire

Internal Address: Fox, Rothschild,

O'Brien & Frankel, LLP

Street Address: 2000 Market Street

10th Floor

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41):..... \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Cara L. Levy, Esquire

Name of Person Signing

Cara Levy

Signature

2/17/99

Date

Total number of pages: _____
TRADEMARK FORM SHEET

REEL: 1861 FRAME: 0364

ASSIGNMENT OF TRADEMARKS

WHEREAS, on or about April 11, 1988, **SIMCO SALES SERVICES OF PENNSYLVANIA, INC.**, a Pennsylvania corporation with offices at 3100 Marwin Avenue, Bensalem, Pennsylvania 19020 ("Assignee"), executed a certain Collateral Patent, Trademark and License Assignment, in favor of **CONTINENTAL BANK**, a Pennsylvania bank ("Secured Creditor"), pursuant to which Assignee granted to Secured Creditor a security interest in certain trademarks owned by Assignee, together with the goodwill of the business associated therewith, which Collateral Patent, Trademark and License Assignment is recorded with the U.S. Patent and Trademark Office at Reel/Frame 0606/0786 (the "Security Agreement"); and

WHEREAS, on or about January 23, 1989, Assignee entered into certain Amendments to the Security Agreement with Secured Creditor, which Amendments to the Security Agreement are recorded with the U.S. Patent and Trademark Office at Reel/Frame 0675/0814 and Reel/Frame 0675/0818 (the "Amendments"); and

WHEREAS, Secured Creditor was subsequently merged with and into **MIDLANTIC BANK, N.A.** a national bank; and

WHEREAS, **MIDLANTIC BANK, N.A.**, was merged with and into **PNC BANK, NATIONAL ASSOCIATION**, a national bank ("Successor"); and

WHEREAS, all sums owed by Assignee to Successor have been repaid and Successor has agreed to assign and transfer back to Assignee all of Successor's rights in and to, and to release all of Successor's claims in or to, such trademarks, together with the goodwill of the business associated therewith, and all other rights granted to Successor under either or both of the Security Agreement and the Amendments.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, **SUCCESSOR**, for itself and its successors and assigns, hereby assigns and transfers to **ASSIGNEE**, its successors and assigns (collectively, "Assignee"), all of Successor's right, title and interest in and to, and releases any claim that it may have in or to, all trademarks, trademark applications, service marks, trade names and logos included in or subect to either or both of the Security Agreement or the Amendments, including without limitation the trademarks set forth on Schedule A attached hereto and made a part hereof, together with the goodwill of the business associated therewith, as well as all other rights granted to Successor under either or both of the Security Agreement and the Amendments.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer as of this 30th day of Dec., 1998.

PNC BANK, NATIONAL ASSOCIATION

By: Glenn L. Blakeslee

Name: GLENN L. BLAKESLEE

Title: V.P.

M:\MIDL\AGREE\SIMCO\ASSIGNTR.WPD

SCHEDULE A

REGISTERED TRADEMARKS

<u>U.S. Reg. No.</u>	<u>Mark</u>	<u>Date Issued</u>
1,355,681	CHOCO TACO [and Design}	8/20/85
1,304,008	CHOCO-O-TACO	11/6/84
1,283,750	JACK & JILL ICE CREAM [and Design]	6/26/84

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF PHILADELPHIA :

On the 30th day of December, 1998, before me, a notary public, in and for the Commonwealth and County aforesaid, personally appeared Glenn L. Blakislee, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that s/he is the Vice President of **PNC BANK, NATIONAL ASSOCIATION**, the corporation that executed the foregoing instrument; that s/he executed said instrument on behalf of said corporation; that s/he was duly authorized to do so, **PNC BANK, NATIONAL ASSOCIATION**, intending to be legally bound thereby and intending that said instrument be properly recorded.

Carole Fortunato
NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL
CAROLE FORTUNATO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 31, 2002