FORM PTO-1618A

Expires 06/30/99 OME 0651-0027

05-12-1999



101034405

	ON FORM COVER SHEET
	MARKS ONLY
	Please record the attached original document(s) or copy(ies).
Submission Type X New	Conveyance Type X Assignment License
X New	X Assignment License
Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Frame #	Security Agreement Nunc Pro Tunc Assignment Effective Date Month Day Year 02261999 Change of Name
Corrective Document Reel # Frame #	Other
Conveying Party X	Mark if additional names of conveying parties attached Execution Date
Name Sara Lee Corporation	Month Day Year 02261999
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship/State of Incorporation/Organiza	tion Maryland
Receiving Party	Mark if additional names of receiving parties attached
Name Williams Foods, Inc.	
DBA/AKA/TA	
Composed of	
Address (line 1) 13301 West 99th Street	
Address (line 2)	
Address (line 3) Lenexa	KS 66215
Individual General Partnership	State/Country Zip Code If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an
X Corporation Association Other	appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
X Citizenship/State of Incorporation/Organiza	
1/1999 JSHABAZZ 00000173 75304200 FOR	R OFFICE USE ONLY
FC:481 40.00 OP FC:482 475.00 OP	

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. Parent 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. 20603. See OMB Information Collection Budget Package 0651-0027, Parent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

FORM PTO-10 Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Parent and Trademark Office TRADE MARK		
	epresentative Name and Address Enter for the first Receiving	Party only.		
Name [
Address (line 1)				
Address (line 2)				
-				
Address (line 3)				
Address (line 4)				
Correspond	ent Name and Address Area Code and Telephone Number (816) 2	292-8153		
Name [Lisa Brooks Hammond, Esq.			
Address (line 1)	Spencer Fane Britt & Browne LLP			
Address (line 2)	1000 Walnut Street			
Address (line 3)	Suite 1400			
Address (line 4)	Kansas City, Missouri 64106-2140			
Pages	Enter the total number of pages of the attached conveyance document including any attachments.	# 4		
		if additional numbers attached		
	e Trademark Application Number <u>or</u> the Registration Number (DO NOT ENTER BOTH number demark Application Number(s)	• • •		
75/304200	demark Application Number(s) Registration Number(s) 75/315544 75/315534 1,921,292 2,169			
75/304198	75/315536 75/348794 1,903,708 1,792			
75/404060	75/315535 75/315533 1,439,394 1,792			
Number of	Properties Enter the total number of properties involved. #	20		
Fee Amoun	Fee Amount for Properties Listed (37 CFR 3.41): \$	515		
Method of Payment: Enclosed X Deposit Account Deposit Account				
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: # 500354				
Authorization to charge additional fees: Yes X No				
Statement a	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.

Lisa Brooks Hammond, Esq. Name of Person Signing

5/3/99

Date Signed

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Conveying Party Mark if additional names of conveying parties attached Execution Date Month Day Yea	ar
Name Saramar, L.L.C. 02261999	
Formerly	
Individual General Partnership Limited Partnership Corporation Association	
X Other Delaware Limited Liability Company	
Citizenship State of Incorporation/Organization	
Receiving Party Enter Additional Receiving Party Mark if additional names of receiving parties attached	*.
Name	
DBA/AKA/TA	
Composed of	
Address (line 1)	
Address (line 2)	
Address (line 3)	
City State/Country Zip Code Individual General Partnership Limited Partnership assignment and the receiving party	
Corporation Association Association not domiciled in the United States, appointment of a domestic representative should be attached	an
Other (Designation must be a separate document from the Assignment.)	
Citizenship/State of Incorporation/Organization	
Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attac Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).	hed
Trademark Application Number(s) Registration Number(s)	
75/315541 577,179	
	\neg

TRADEMARK AND TRADENAME ASSIGNMENT

THIS ASSIGNMENT, made as of this 26th day of February, 1999, by and between Sara Lee Corporation, a Maryland corporation and Saramar, L.L.C., a Delaware limited liability company (collectively, the "Sellers"), Williams Foods, Inc. a Missouri company ("WFI") and Williams Acquisition Company, a Missouri corporation ("WAC") (WFI and WAC being collectively called "Purchaser).

WHEREAS, Sellers and Purchaser are parties to that certain Asset Purchase Agreement dated as of February 26, 1999, pursuant to which Sellers have agreed to sell and Purchaser has agreed to purchase the Purchased Assets as defined in the Asset Purchase Agreement (including the trademarks and tradenames identified and set forth in Schedule A (collectively, the "Marks and Trade Names"), and the goodwill of the business associated therewith:

NOW, THEREFORE, for good and valuable consideration paid by Purchaser, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby assign to WAC all of Sellers' right, title and interest in and to the Marks and the Trade Names together with the goodwill of the business symbolized by the Marks and Trade Names, and all United States registrations and applications therefor and request the Commissioner of Patents and Trademarks to record Purchaser as the assignee and owner thereof.

This Trademark and Tradename Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

SARA LEE CORPORATION, a Maryland

corporation

SARAMAR, L.L.C., a Delaware limited liability

company

By: Nellia Bulmif Smith Name: Debra Buhnva Smith Title: Vice Resident

AS/2209981.1

) SS. County of C∞K)	
,	
On this <u>M. H.</u> day of February, 1999, there appeared before me <u>Debra Buhring</u> Spersonally known to me, who acknowledged that he/she signed the foregoing Assignment his/her voluntary act and deed on behalf and with full authority of Sara Lee Corporation. Notary Public	as
My Commission Expires OFFICIAL VALARIE A. Notary Public, State My Commission Expire	WHITE e of Illin es 4/15/200
State of Illinois)) SS. County of Cook)	
On this <u>Uth</u> day of February, 1999, there appeared before me <u>Debra Buhring</u> personally known to me, who acknowledged that he/she signed the foregoing Assignment his/her voluntary act and deed on behalf and with full authority of Saramar, L.L.C.	
Notary Public TOFFICIAL SEAL	
My Commission Expires VALARIE A. WHI Notary Public, State of III My Commission Expires 4/1	linois 🙎

4-15-2000

DELUXE ENGLISH MUFFINS

Canada App. #872288

Matter: Pending office action with Canadian Patent & Trademark Office. Awaiting reponse from the examing officer.

DELUXE ENGLISH MUFFINS

U.S.

Reg. #1921292

GIFTS FROM THE HEARTLAND

u.S.

App. #75/304200

GIFTS FROM THE HEARTLAND

U.S.

App. #75/304198

THE BIG DIFFERENCE IN ENGLISH MUFFINS

Canada App. #872289

THE BIG DIFFERENCE IN ENGLISH MUFFINS

U.S.

Reg. #1903708

THE BIG DIFFERENCE IN ENBLISH MUFFINS & DESIGN

u.S.

App. #75/464060

THE ULTIMATE ENGLISH MUFFIN

U.S.

Reg. #1439394

W DESIGN

U.S.

App. #75/315544

Matter: Statement of Use due 2/18/99; Received one package for class 8 goods; awaiting additional packages (5) to file S.O.U. Will be deleting class 21 goods per Julie Brogan. Not using W DESIGN on pots and mugs.

W DESIGN

U.S

App. #75/315536

Matter. Statement of Use due 2/18/99; Spoke with Julie Brogan - not using W DESIGN on shirts, nats, and jackets. Julie expressed desire to abandon application.

Express abandonment not yet sent to PTO.

W DESIGN

U.S.

App. #75/315535

Matter: Statement of Use filed. Waiting on Acceptance of Statement of Use from PTO.

W DESIGN

U.S

App. #75/315534

Matter: Statement of Use due 2/18/99; Awaiting muffin packaging and tirst use date to file S.O.U. Not using on other goods listed (only on muffins) per Julie Brogan. Will deleting other goods for class 30.

WOLFERMAN'S

Japan

Reg. #2532675

WOLFERMAN'S

Japan

Reg. #2503215

WOLFERMAN'S

Japan

Reg. #2497988

TRADEMARK

REEL: 1895 FRAME: 0757

Reg. #2169739 WOLFERMAN'S U.S. App. #75/348794 U.S. WOLFERMAN'S A TRADITION OF FINE FOOD... App. #75/315533 Matter. Statement of Use tiled 12/10/98. Warting for Acceptance of Statement of Use trom PTO. U.S. WOLFERMAN'S A TRADITION OF FINE FOOD... App. #75/315541 Matter. Statement of Use filed 12/10/98. Waiting for Acceptance of Statement of Use from PTO. WOLFERMAN'S FINE BREADS SINCE U.S. Reg. #1792772 Matter. Section 8 & 15 (Affidavit of Use) must be filed by September 14, 1999. U.S. WOLFERMAN'S FINE BREADS SINCE Reg. #1792771 Matter: Section 8 & 15 (Affidavit of Use) must be filed by September 14, 1999. Canada App. #872287 WOLFERMAN'S GOOD THINGS TO EAT WOLFERMAN'S GOOD THINGS TO EAT SINCE 1888 U.S. Reg. #2166021 WOLFERMAN'S GOOD THINGS TO EAT SINCE 1888 U.S. Reg. #2169740 Reg. #1605803 WOLFERMAN'S ORIGINAL ENGLISH MUFFIN U.S. U.S. Reg. #577179 WOLFERMANS GOOD THING TO EAT

U.S.

WOLFERMAN'S

RECORDED: 05/06/1999