

10-11-2001



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TRADEMARK

10-11-01
10-11-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # 002057 Frame # 0905

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Agreement
 - Merger Change of Name
 - Other Termination and Release of Security Interests in Certain Trademarks
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name Fleet National Bank

03/20/2000

Formerly BankBoston, N.A.

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name Cape Cod Potato Chip Company, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 100 Breed's Hill Road

Address (line 2) _____

Address (line 3) Hyannis Massachusetts 02601

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Massachusetts

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/12/2001 GT0M11 00000001 1895231

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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. Patent 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. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002380 FRAME: 0622

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

EDWARD H. SCHUTH

9/27/01

Name of Person Signing

Signature

Date Signed



MRD
3-27-00

04-24-2000



101329755

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Cape Cod Potato Chip Company Inc.
100 Breed's Hill Road
Hyannis, MA 02601

A Massachusetts corporation

2. Name and address of receiving party:

Fleet National Bank
(formerly known as BankBoston, N.A.), as Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: Termination and Release of Security Interests in Certain Trademarks, attached hereto as Exhibit 1.

Execution date: March 20, 2000

4. Application numbers and registration numbers:

A. Trademark registration numbers:

Seashell Configuration	1,895,231	May 23, 1995
Shapes of the Cape	1,895,230	May 23, 1995
Cape Cod	1,515,663	December 6, 1988
Lighthouse Design	1,408,748	September 9, 1988
Cape Cod	1,372,832	November 26, 1988

BUSINESS 641491

40.00 OF
100.00 OF
04/24/2000 JS/MS/02 000004 1895231
001 FC:461
02 FI:462

TRADEMARK
REEL: 002057 FRAME: 0905

TRADEMARK
REEL: 002380 FRAME: 0624

B. Trademark application numbers:

None.

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

Melanie J. Brockway, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

6. Total number of applications and registrations involved: 5

7. Total fee enclosed: \$140

8. Deposit account number: Not applicable

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.

Melanie J. Brockway, Esq.
March 24, 2000

Total number of pages submitted (including cover sheet and any attached Schedules and conveyance document and any attached Schedules):

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**TERMINATION AND RELEASE
OF SECURITY INTERESTS
IN CERTAIN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS ("Release"), dated as of March 20, 2000, by **FLEET NATIONAL BANK** (formerly known as BankBoston, N.A.), a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, (the "Bank").

WHEREAS, the Bank and Cape Cod Potato Chip Company, Inc. (the "Company") are party to the Revolving Credit and Term Loan Agreement, dated as of September 30, 1996, which was amended and restated pursuant to the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of October 8, 1998 (as amended and in effect from time to time, the "Credit Agreement");

WHEREAS, the Bank and the Company are party to the Security Agreement, dated as of September 30, 1996, which was amended and restated pursuant to the Amended and Restated Security Agreement, dated as of October 8, 1998 (as amended and in effect from time to time, the "Security Agreement"), and the Trademark Collateral Security and Pledge Agreement, dated as of September 30, 1996, recorded with the Patent and Trademark Office on or about October 9, 1996 (Trademark Reel 1510 and Frame 0884) (as amended and supplemented from time to time, the "Trademark Agreement"), each for the purpose of securing certain obligations of the Company to the Bank under the Credit Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, the Security Agreement and the Trademark Agreement, the Company granted to the Bank, a security interest in and lien on, and collaterally assigned to the Bank all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks identified on Schedule A and B attached hereto (such trademarks, trademark registrations and associated goodwill being hereinafter collectively referred to herein as the "Trademarks"); and

WHEREAS, the Bank has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Company hereby agree as follows:

1. **Release and Assignment**. The Bank hereby terminates and releases its security interest in and first priority lien on all of the Trademarks, and the Bank hereby assigns and transfers to the Company, without recourse, all of the Bank's right, title and interest in and to each of the Trademarks identified on Schedule A and B and the related trademark registrations and goodwill, effective as of the date set forth above.
2. **Acknowledgment and Acceptance**. The Company hereby acknowledges and accepts the foregoing release and assignment by the Bank.
3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

11USDOCS 81-77-2

**TRADEMARK
REEL: 002057 FRAME: 0907**

**TRADEMARK
REEL: 002380 FRAME: 0626**

IN WITNESS WHEREOF, the Bank and the Company have executed this Release, to take effect as of the date first set forth above.



FLEET NATIONAL BANK (formerly known as BankBoston, N.A.)

By: *[Signature]*
Name: Mark R. Moreau
Title: Vice President

Accepted:

**CAPE COD POTATO CHIP
COMPANY, INC.**

By: _____
Name:
Title:



IN WITNESS WHEREOF, the Bank and the Company have executed this Release, to take effect as of the date first set forth above.

FLEET NATIONAL BANK (formerly known as BankBoston, N.A.)

By: _____
Name:
Title:

Accepted:

CAPE COD POTATO CHIP COMPANY, INC.

By: B. Clyde Prestler
Name: B. Clyde Prestler
Title: Vice President and Clerk

TRADEMARK
REEL: 002057 FRAME: 0909

TRADEMARK
REEL: 002380 FRAME: 0628

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MA)
) ss.
COUNTY OF BRISTOL)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9th day of March, 2000, personally appeared ^{Mark R}Moreau to me known personally, and who, being by me duly sworn, deposes and says that he is a ^{vice}President of FLEET NATIONAL BANK (formerly known as BankBoston, N.A.), and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

GERTL DE D. SANTOS
Notary Public
My Commission Expires July 16, 2004

Gertl de D. Santos
Notary Public
My Commission Expires: 7/16/04

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this _____ day of March, 2000, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is a _____ of CAPE COD POTATO CHIP COMPANY, INC., and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.

Notary Public
My Commission Expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of March, 2000, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is a _____ of FLEET NATIONAL BANK (formerly known as BankBoston, N.A.), and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said bank.

Notary Public
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of March, 2000, personally appeared B. Clyde Prestler to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President / Clerk of CAPE COD POTATO CHIP COMPANY, INC., and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of each of said corporations.

Betty M. Druce
Notary Public
My Commission Expires: Aug 4, 2002

SCHEDULE ATrademarks and Trademark Registrations
(United States)

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Seashell Configuration	1,895,231	May 23, 1995
Shapes of the Cape	1,895,230	May 23, 1995
Cape Cod	1,515,663	December 6, 1988
Lighthouse Design	1,408,748	September 9, 1986
Cape Cod	1,372,832	November 26, 1985
Cape Cod Potato & Chip Des.	30,458 (Massachusetts)	July 14, 1980

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
	None	

Trademarks and Trademark Registrations
(Canada)

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- Canadian Trademark Office	
	<u>Goods.</u>	<u>Serial No.</u>
Lighthouse Design		793,959
Cape Cod	Popped Popcorn	366,580
Cape Cod	Potato Chips	344,045

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- Canadian Trademark Office	
	<u>Goods</u>	<u>Filing Date</u>
Lighthouse Design	Potato Chips and Popcorn	filed 09/27/95

3USDOC: 828774.2

TRADEMARK
REEL: 002057 FRAME: 0912TRADEMARK
REEL: 002380 FRAME: 0631

Schedule BTrademark and Trademark Registrations
(Europe)

<u>Trade-mark</u> or <u>Service Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration</u> <u>Date</u>
CAPE COD & Lighthouse Design	Austria	130,415	April 9, 1990
CAPE COD & Lighthouse Design	Benelux	452,591	October 21, 1988
CAPE COD & Lighthouse Design	Denmark	2050/1991	April 12, 1991
CAPE COD & Lighthouse Design	Finland	128,077	September 20, 1993
CAPE COD & Lighthouse Design	France	1,663,908	October 21, 1988
CAPE COD & Lighthouse Design	Germany	1,184,562	April 10, 1992
CAPE COD & Lighthouse Design	Greece	91,563	December 7, 1988
CAPE COD & Lighthouse Design	Iceland	177/1989	February 23, 1989
CAPE COD & Lighthouse Design	Ireland	B134,895	November 29, 1988
CAPE COD & Lighthouse Design	Ireland	B134,896	November 29, 1988
CAPE COD & Lighthouse Design	Italy	599,673	February 4, 1992
CAPE COD & Lighthouse Design	Norway	141,481	May 31, 1990

CAPE COD & Lighthouse Design	Portugal	252,923	June 1, 1992
CAPE COD & Lighthouse Design	Portugal	252,924	June 1, 1992
CAPE COD & Lighthouse Design	Spain	1,286,641	May 6, 1992
CAPE COD & Lighthouse Design	Spain	1,286,642	May 6, 1992
CAPE COD & Lighthouse Design	Sweden	232,016	March 27, 1992
CAPE COD & Lighthouse Design	Switzerland	370,410	November 28, 1988
CAPE COD & Lighthouse Design	United Kingdom	1,365,026	November 28, 1988
CAPE COD & Lighthouse Design	United Kingdom	1,365,035	November 28, 1988

BUSDOCS: 818774.2

RECORDED: 03/27/2000

RECORDED: 10/11/2001

TRADEMARK
REEL: 002057 FRAME: 0914
TRADEMARK
REEL: 002380 FRAME: 0633