

08-07-2002

Docket No.:

Tab settings



To the Honorable Commissioner of Patent

102181660

attached original documents or copy thereof.

1. Name of conveying party(ies):

American Cyanamid Company
Five Giralda Farms,
Madison, New Jersey 07940

8/1/02

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

Name: Daily Harvest LLC

Internal Address: Morristown Plaza II

Street Address: 163 Madison Avenue, Floor 2

City: Morristown State: NJ ZIP: 07960

- Individual(s)
- General Partnership
- Corporation-State Maine
- Other

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
 (Designations must be a separate document from Additional name(s) & address(es) Yes No

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

3. Nature of conveyance:

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

Execution Date: June 7, 2002

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

A. Trademark Application No.(s)
75/835908 DAILY HARVEST

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Ron Adams

Internal Address: Trademark Department (Florham Park)

Street Address: Wyeth

Five Giralda Farms

City: Madison State: NJ ZIP: 07940

6. Total number of applications and registrations involved:.....

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 01-1425

Wyeth (Formerly American Home Products Corporation)

DO NOT USE THIS SPACE

08/06/2002 GTOM11 00000075 011425 75835908

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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.

American Cyanamid Company
Egon E. Berg, Assistant Secretary
Name of Person Signing

Egon E Berg
Signature

1 August, 2002
Date

Total number of pages including cover sheet, attachments, and

5

1

TRADEMARK

REEL: 002556 FRAME: 0707

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**ASSIGNOR: AMERICAN CYANAMID COMPANY****ASSIGNEE: DAILY HARVEST LLC**

THIS ASSIGNMENT, effective as of the day of , 2002 , is made by and between **AMERICAN CYANAMID COMPANY** with Offices at Five Giralda Farms, Madison, New Jersey 07940, United States of America (“Assignor”), and **DAILY HARVEST LLC** (“Assignee”), with offices at Morristown Plaza II, 163 Madison Avenue, Floor 2, Morristown, New Jersey 07960.

WITNESSETH:

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and the applications for registration and/or registrations granted in respect thereof, all as set forth on the attached Schedule;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor’s right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefore together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringement thereof;

WHEREAS, Assignee desires to acquire from Assignor all of Assignor’s right, title and interest in and to the trademarks and the registrations and/or the applications for registrations therefor together with the portion of the business to which the trademarks pertain or the goodwill

of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the trademarks and the registrations and/or applications for registration therefor set forth on the attached Schedule, together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by said trademarks, along with the right to recover for damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

Assignor covenants and agrees that no assignment, sale, agreement or encumbrance has or will be made or entered into which would conflict with this assignment and sale.

Assignor covenants and agrees that it will cooperate with Assignee and its agents in executing any further instruments prepared by Assignee or its agents at Assignee's expense, and perform any other reasonable acts upon reimbursement therefor by Assignee that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor; all of the foregoing to be at Assignee's expense.

This Assignment shall be binding upon and inure to the benefit of the parties their representative, successors, heirs, assigns, licensees and affiliates.

EXECUTED ON THIS DAY OF ^{June} F , 2002

ASSIGNOR:

AMERICAN CYANAMID COMPANY

By: Egon E. Berg
Egon E. Berg
Title: Assistant Secretary

UNITED STATES OF AMERICA)
STATE OF NEW JERSEY)
COUNTY OF MORRIS)

On this 7th day of June , 2002 before me appeared Egon E. Berg to me known and known to me to be an authorized representative of AMERICAN CYANAMID COMPANY, who executed the foregoing instrument, and who acknowledged to me that (s)he executed the same, with authorization of and on behalf of AMERICAN CYANAMID COMPANY.

Linda Greendyk
Notary Public

LINDA GREENDYK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 22, 2003

SCHEDULE

Trademarks

Country

Application Numbers

DAILY HARVEST

U.S.A.

75/835908

LS

Wyeth

August 1, 2002

Commissioner of Patents & Trademarks,
Box Assignments,
Washington D.C. 20231 U.S.A.

**Re: Assignment of U.S. Trademark DAILY HARVEST,
Serial Number 75/835908, from American Cyanamid Company
to Daily Harvest LLC**

Dear Sir or Madam:


Please find enclosed an executed Recordation Form Cover Sheet for the above-referenced assignment of U.S. trademark DAILY HARVEST, serial number 75/835908. Enclosed with the cover sheet is an executed assignment document on behalf of both parties.

Please be aware that the trademark DAILY HARVEST, serial number 75/835908, was inadvertently included in a recorded ownership Change of Name from American Home Products Corporation to Wyeth (Reel/Frame: 002493/0462 – Recordation Date: 4/12/2002). We have submitted a Request for Resubmission of Trademarks Change of Name with our cover letter dated July 9, 2002 that is suppose to remove DAILY HARVEST, and three other trademarks from this recorded Change of Name. As of this date we have not received confirmation from the U.S. P.T.O. that DAILY HARVEST was removed from the Change of Name from American Home Products Corporation to Wyeth.

After DAILY HAVEST is removed from the Change of Name from American Home Products Corporation to Wyeth and has its ownership corrected to American Cyanamid Company, please file the assignment of trademark DAILY HARVEST from American Cyanamid Company to Daily Harvest LLC.

Please notify us when the trademark DAILY HAVEST has been officially assigned to Daily Harvest LLC. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Ronald F. Adams".

Ronald F. Adams
Sr. Trademark Coordinator
Telephone: 973-683-2175

/rfa
Encl.

cc: Stanley Silverberg