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06-08-1999



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Docket No.:  
950061

101057007

Tab settings

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

1. Name of conveying party(ies):

Geoffrey Boehm Chocolates, Inc. and Allegheny Valley Bank of Pittsburgh

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

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

3. Nature of conveyance:

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

Execution Date: November 14, 1996

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

Name: Boyer Candy Company, Inc.

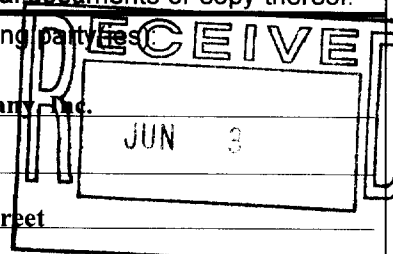
Internal Address:

Street Address: 821 17th Street

City: Altoona State: PA ZIP: 16602

- 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  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N



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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,953,291

Additional numbers  Yes  No

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

Name: Paul A. Beck

Internal Address: Paul A. Beck & Associates

Street Address: 1106 Frick Building

437 Grant Street

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL NO. EJ885281456US IN AN ENVELOPE ADDRESSED TO: COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231, ON**

06/07/1999 DNGUYEN 00000260 1953291

DO NOT USE THIS SPACE

June 3, 1999  
**PAUL A. BECK & ASSOCIATES**

01 FC:481

40.00 OP

*Amanda D. Guyab*

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.

Anthony Forgione

Name of Person Signing

*Anthony Forgione*  
Signature

5-25-99

Date

Total number of pages including cover sheet, attachments, and

5

BILL OF SALE

AND NOW, TO WIT, the instant BILL OF SALE is made by and between ALLEGHENY VALLEY BANK OF PITTSBURGH, a corporation, (hereinafter "BANK"), with a business address of 5137 Butler Street, Pittsburgh, Pa.,

AND

BOYER CANDY COMPANY, INC. a Pennsylvania corporation having its office and principal place of business at 821 17th Street, Altoona, Pa. (hereinafter "BUYER")

WHEREAS Geoffrey Boehm Chocolates, Inc. (hereinafter "Boehm") heretofore acquired ownership of certain personal property, specifically including but not limited to inventory, raw materials, work in progress, equipment, fixtures and furnishings, receivables, purchase orders, contracts, trade names, trademarks, uniform product codes, and all other personal property of "Boehm", tangible or intangible; and

WHEREAS "Boehm" heretofore became indebted to "Bank" on various obligations; and

WHEREAS "Boehm" heretofore accorded "Bank" a security interest, as collateral for said obligations then existing and/or thereafter incurred, of "Boehm" to "Bank" in and to all personal property of "Boehm", whether then existing or thereafter acquired, specifically including but not limited to inventory, raw materials, work in progress, equipment, fixtures and furnishings, receivables, purchase orders, contracts, trade names, trademarks, uniform product codes, and all other personal property of "Boehm", tangible or intangible; and

WHEREAS "Bank" heretofore, as required by applicable law, perfected said security interests by the filing of record the required U.C.C.-1 financing statements; and

WHEREAS "Boehm" heretofore defaulted in payment on the obligations secured by said security interest, thereby entitling "Bank" to enforce said security interest, and to liquidate the "collateral" for application of the sale proceeds to the secured obligation(s); and

WHEREAS "Bank" heretofore declared the obligations in default, and accorded all notices required under the applicable provisions of the Uniform Commercial Code (13 Pa. C.S.A. Section 1101, et seq) to all parties entitled thereto of the said default and "Banks" intent to enforce its security interest and liquidate said collateral; and

WHEREAS "Bank" has elected to liquidate the said collateral through a private sale of the same for a commercially reasonable

sale of said collateral (exclusive of one financed automobile, to wit, a \_\_\_\_\_, and further exclusive of the lease for the premises k/a One Chocolate Square between Geoffrey Boehm Chocolates, a Pennsylvania Partnership and "Boehm", and under and subject to the agreement between "Boehm" and Sally Foster, Inc. ); and

WHEREAS "Buyer" has offered "Bank" Five Hundred Thousand Dollars (\$500,000.00) as the sale price for the said collateral being liquidated (exclusive of one financed automobile, to wit, a \_\_\_\_\_, and further exclusive of the lease for the premises k/a One Chocolate Square between Geoffrey Boehm Chocolates, a Pennsylvania Partnership and "Boehm", and under and subject to the agreement between "Boehm" and Sally Foster, Inc. ); and

WHEREAS "Bank" has determined that said sales price is fair and commercially reasonable, and further, has not received any higher or better offer, despite the retention, prior to the declaration of default, of a broker by "Boehm", who attempted to locate and obtain interested parties to purchase the assets of "Boehm"; and

WHEREAS "Buyer" has, simultaneously with the execution hereof, remitted the agreed upon purchase price to "Bank", receipt and sufficiency thereof being acknowledged, and

WHEREAS the parties hereto, "Bank" and "Buyer", heretofore agreed upon the terms, conditions, and provisions for the sale thereof by "Bank" and the purchase thereof by "Buyer", the provisions thereof being set forth herein; and

WHEREAS the said sale/conveyance/transfer is required to be a sale free and clear of all liens, claims, charges, contract rights, security interests and/or encumbrances of any party, (exclusive of one financed automobile, to wit, a \_\_\_\_\_, and further exclusive of the lease for the premises k/a One Chocolate Square between Geoffrey Boehm Chocolates, a Pennsylvania Partnership and "Boehm", and under and subject to the agreement between "Boehm" and Sally Foster, Inc. ); and

WHEREAS the instant BILL OF SALE is being made pursuant to the terms, conditions and provisions of said agreement, and to give effect thereto,

NOW THIS INDENTURE WITNESSETH that the said "Bank", for and in consideration of the payment of the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) lawful money of the UNITED STATES, paid to it by the BUYER, at or before the signing and delivery hereof, receipt thereof being acknowledged, does, WITH INTENT TO BE LEGALLY BOUND HEREBY, does hereby covenant and agree as follows, to wit:

1. The recitals set forth above are incorporated herein by reference as covenants as fully as of restated as such at length.

2. "Bank" has bargained, sold, assigned, transferred, aliened, released and confirmed, and by these presents does assign, bargain, sell, transfer, alien, release and confirm unto the BUYER all right, title, and interest of "Boehm" in and to all personal property of "Boehm", tangible and/ or intangible, and wheresoever situate, specifically including but not limited to inventory, raw materials, work in progress, equipment, fixtures and furnishings, receivables, accounts, bank accounts, business records, purchase orders, contracts, trade names, trademarks, uniform product codes, and all other personal property of "Boehm", tangible or intangible.

3. The assets transferred hereby are transferred in "AS IS, WHERE IS" condition, without warranties of any kind or nature, SPECIFICALLY INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, title alone excepted, provided however, that the provisions of this paragraph shall in no way alter or diminish the representations and/or warranties specifically set forth in this agreement.

4. "Bank" represents and warrants that all right, title and interest in and to the said personalty transferred and conveyed hereby is being transferred and conveyed free and clear of liens, claims, charges, and/or encumbrances, as well as free and clear of any interest of any third party, known to "Bank" or which should have been known to "Bank" from a search of the public records and/or an inspection of the collateral (excepting only the agreement between "Boehm" and Sally Foster, Inc.) and by the execution and delivery hereof "Bank" is transferring, conveying, and assigning to "Buyer" all right, title and interest of "Boehm" in and to all personal property of "Boehm", tangible and/ or intangible, and wheresoever situate, specifically including but not limited to inventory, raw materials, work in progress, equipment, fixtures and furnishings, receivables, accounts, bank accounts, business records, purchase orders, contracts, trade names, trademarks, uniform product codes, and all other personal property of "Boehm", tangible or intangible, free and clear of liens, claims, charges, and/or encumbrances, as well as free and clear of any interest of any third party, known to "Bank" or which should have been known to "Bank" from a search of the public records and/or an inspection of the collateral (excepting only the agreement between "Boehm" and Sally Foster, Inc.).

5. "Bank" covenants and warrants that it has full power and authority to sell the aforesaid personalty and that the consummation hereof shall not constitute a breach of or be in violation of any agreement or contract to which "Bank" may be a party, and shall be and is in accord with applicable law regarding the liquidation of collateral by a secured party.

6. "Bank" represents and warrants that it is not aware of nor has it received notice from any third party of any defective or dangerous condition as to any of the equipment, fixtures and/or furnishings that are the subject hereof.

7. "Bank" acknowledges and agrees that in the event that it is determined that any lien and/or encumbrance known to "Bank" or which should have been known to "Bank" from a search of the public records and/or an inspection of the collateral was not divested from the property being transferred and remains a lien and/or encumbrance against the same, and /or that "Buyer" is liable and/or responsible therefore (excepting only the Sally Foster contract), that "Bank" shall indemnify and hold "Buyer" harmless therefrom, and all costs thereof, including but not limited to counsel fees and costs incurred in defending against said claim(s).

8. This agreement shall be construed in accord with and be governed by the laws of the Commonwealth of Pennsylvania.

Effective this 14<sup>th</sup> day of November, 1996, at 5:40 P.M.

Attest:

*Susan Carol Lucas*  
SECRETARY

ALLEGHENY VALLEY BANK OF PITTSBURGH

BY *[Signature]*

BOYER CANDY COMPANY, INC.

BY *[Signature]*  
PRES