

06-17-1999

Documents or copy hereof.

Receiving party(ies):

To the Honorable

United States Trademark

1. Name of conveying party: 06-03-1999

M&B Co.

U.S. Patent & TMO/FC/TM Mail Rcpt Dt. #64

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other California Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: December 8, 1998



101069357

Name: The Frozfruit Company  
Address: 2 Paragon Way, Bldg. 2  
Freehold, New Jersey 07728

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & addresses attached? Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s).

1,191,282 1,936,180 2,074,679

MPD  
6-3-99

Additional Numbers attached? Yes  No

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

Name: J. Allison Strickland

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved: 3

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

- Enclosed
  - Authorized to be charged to deposit account
- (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

06/17/1999 NTH011 00000001 1191282

01 FC:481  
02 FC:482

40.00 OP  
30.00 OP

DO NOT USE THIS SPACE

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.

J. Allison Strickland  
Name of Person Signing

*J. Allison Strickland* June 3, 1999  
Signature Date

Total number of pages comprising cover sheet:

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** dated as of December 8, 1998, between M & B COOL SNACKS LLC a California limited liability company (the "Seller") and THE FROZFRUIT COMPANY, a Delaware corporation ("Buyer").

WHEREAS, the Seller and the Buyer have executed and delivered an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), providing, among other things, for the transfer to the Buyer of certain of the assets and properties of the Seller; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Terms used herein that are defined in the Asset Purchase Agreement but not otherwise defined herein shall have the respective meanings assigned to them therein.

2. Transfer of Assets. The Seller hereby sells, conveys, transfers, assigns and delivers to the Buyer and the Buyer hereby purchases from the Seller, the machinery and equipment described in Schedule I hereto (the "Equipment"), the trademarks and trade names described in Schedule II hereto (the "Trademarks"), inventory of the items described in Schedule III hereto existing on the Closing Date (the "Inventory") and goodwill of the Seller ("Goodwill"), for the aggregate purchase price determined pursuant to Section 2.02 of the Asset Purchase Agreement. The Equipment, the Trademarks and the Inventory are herein sometimes collectively called the "Assets".

TO HAVE AND TO HOLD, all and singular, the assets, properties and business hereby sold, conveyed, granted, bargained, transferred, assigned and delivered, or intended so to be, unto the Buyer and its successors and assigns, to and for its own use and behoof forever.

3. Liabilities Not Assumed. The Buyer has not assumed, and shall not be deemed to have assumed, any liabilities or obligations of the Seller of any kind or nature whatsoever.

4. Counterparts. This Bill of Sale, Assignment and Assumption Agreement is executed pursuant to the Asset Purchase Agreement and may be simultaneously executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the day and year first above written.

M & B COOL SNACKS LLC

By Bruce Messer

Name: Bruce Messer

Title: President

THE FROZFRUIT COMPANY

By Robert A. Geiger

Name: ROBERT A. GEIGER

Title: VICE PRESIDENT

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Schedule II

Trademarks

| Mark         | Class | Date Registered | Registration Number | Expiration Date |
|--------------|-------|-----------------|---------------------|-----------------|
| Nectar Pie   | 30    | 05/02/82        | 1,191,282           | 03/02/02        |
| Simply Slim  | 30    | 11/14/95        | 1,936,180           | 11/14/05        |
| Banana Bites | 30    | 06/24/97        | 2,074/679           | 06/24/07        |

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