

07-30-1999



101105140

OVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Record the attached original documents or copy thereof.

To the Honorable Commission

1. Name of conveying party(ies):

Jack Greenberg, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: July 22, 1999

2. Name and address of receiving party(ies)

Name: Quaker Valley Meats, Inc.

Internal Address:

Street Address: 3101 South 3rd Street

City: Philadelphia State: PA ZIP: 19148

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- 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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

549,612	943,351	1,342,928
684,869	943,353	
943,350	1,317,160	

Additional numbers attached?  Yes  No

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

Name: Stanley H. Cohen, Esq.

Internal Address:

Caesar, Rivise, Bernstein,

Cohen & Pokotilow, Ltd.

Street Address: 1635 Market Street

12th Floor, Seven Penn Center

City: Philadelphia State: PA ZIP: 19103-

7/29/1999 DNGUYEN 00000227 030075 549612 2212

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-0075

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

1 FC:481 40.00 CH  
2 FC:482 150.00 CH

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.

Stanley H. Cohen

Name of Person Signing

*Stanley H. Cohen*  
Signature

7/26/99

Date

Total number of pages including cover sheet, attachments, and document: 22

## **ASSIGNMENT OF TRADEMARKS**

WHEREAS, an involuntary petition under Chapter 7 of the United States Bankruptcy Code was filed against Jack Greenberg, Inc. on May 19, 1995;

WHEREAS, an Order for Relief under Chapter 11 of the United States Bankruptcy Code was entered on June 21, 1995;

WHEREAS, the Chapter 11 case was converted to one under Chapter 7 of the United States Bankruptcy Code and an interim trustee was appointed;

WHEREAS, Larry Waslow was subsequently approved as the Permanent Trustee of the Estate of Jack Greenberg, Inc. and the Chapter 7 proceeding is pending before the United States Bankruptcy Court for the Eastern District of Pennsylvania at Docket No. 95-13891-DWS;

WHEREAS, JACK GREENBERG, INC., a Pennsylvania corporation, having its principal place of business at 1717 North Delaware Avenue, Philadelphia, Pennsylvania 19125, had used and was the owner of the trademarks MAIN STREET, VALHALLA, MANFRED and RIALTO, the goodwill of the business associated with and symbolized by said trademarks, and the Certificates of Registration, issued by the U.S. Patent and Trademark Office, therefor;

WHEREAS, in an Asset Purchase and Accounts Receivable Collection Agreement, dated May 19, 1995 (a copy of which is attached hereto as Exhibit A), JACK GREENBERG, INC. assigned said trademarks and the labels bearing said trademarks to

QUAKER VALLEY MEATS, INC., a Pennsylvania corporation, having its principal place of business located at 3101 South 3<sup>rd</sup> Street, Philadelphia, Pennsylvania 19148;

WHEREAS, the Chapter 7 Trustee believes, based upon the representations of counsel for Jack Greenberg, Inc., as set forth in counsel's letter (a copy of which is attached hereto as Exhibit B) that it was the intention of JACK GREENBERG, INC. and QUAKER VALLEY MEATS, INC. to have JACK GREENBERG, INC. assign to QUAKER VALLEY MEATS, INC. all of its right, title and interest in said trademarks, in order to perfect ownership of said trademarks and the registrations therefor in QUAKER VALLEY MEATS, INC.;

WHEREAS, QUAKER VALLEY MEATS, INC. has continually used all of said trademarks, with the exception of the trademark MANFRED, since the assignment from JACK GREENBERG, INC. on May 19, 1995;

WHEREAS, the Trustee has been advised that JACK GREENBERG, INC. and QUAKER VALLEY MEATS, INC. did not realize, at the time that the agreement of Exhibit A was prepared, that the goodwill of the business associated with and symbolized by the trademarks had to be written into the agreement to perfect the assignment;

WHEREAS, the Trustee has been advised that JACK GREENBERG, INC. and QUAKER VALLEY MEATS, INC. did not realize that the Certificates of Registration for said trademarks should have been identified in the assignment;

WHEREAS, QUAKER VALLEY MEATS, INC. wishes to reduce to writing the intent of JACK GREENBERG, INC. and QUAKER VALLEY MEATS, INC. in transferring the trademarks to QUAKER VALLEY MEATS, INC.; and,

WHEREAS, LARRY WASLOW desires to confirm what he believes to be the intent of the parties in effecting the transfer of all that was intended to be transferred.

NOW, THEREFORE, for the consideration set forth in the agreement of Exhibit A, JACK GREENBERG, INC., through its Trustee, LARRY WASLOW, and by these presents, effective as of May 19, 1995, does hereby sell, assign and transfer to said QUAKER VALLEY MEATS, INC., the trademarks listed in Exhibit C hereunto attached, the goodwill of the business associated with and symbolized by said trademarks and the Certificates of Registration therefor, as identified in Exhibit C hereunto attached.

IN WITNESS WHEREOF, Larry Waslow, the Trustee of JACK GREENBERG, INC. has caused this assignment to be executed, this 22<sup>nd</sup> day of July 1999.

JACK GREENBERG, INC.

By Larry Waslow  
Larry Waslow, Trustee

Ordered by the Court, this \_\_\_\_\_ day of July 1999.

---

Hon. Diane W. Sigmund  
United States Bankruptcy Judge  
for the Eastern District of Pennsylvania

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: : CHAPTER 7  
: :  
JACK GREENBERG, INC., : :  
: :  
Debtor : NO. 95-13891DWS

ORDER

AND NOW, this 20 day of July, 1999, upon consideration of the Motion of Trustee for Approval of Assignment of Trademarks and for Expedited Hearing Thereon ("Motion"), it is hereby **ORDERED** that the Motion is **GRANTED**; and it is **FURTHER ORDERED** that Larry Waslow, the Trustee of the Estate of Jack Greenberg, Inc. ("Trustee"), is authorized to execute that certain Assignment of Trademarks attached to the Motion as Exhibit C; and it is **FURTHER ORDERED** that the Trustee is authorized to take any and all other steps necessary to effectuate the transfer of the trademarks, as well as the Certificates of Registration therefor, all as identified in the Assignment of Trademarks, to Quaker Valley Meats, Inc.

*all costs associated with this Motion shall be borne by Quaker Valley.*

By the Court:

*Diane Weiss Sigmund*  
\_\_\_\_\_  
HONORABLE DIANE WEISS SIGMUND  
U.S. BANKRUPTCY JUDGE

*\* and the evidence proffered of Gerson Hudis, President of Quaker Valley Meats*

A TRUE COPY CERTIFIED  
TO FROM THE RECORD  
DATED: 7-26-99  
ATTEST: C. W. Gorman  
Deputy Clerk  
U.S. Bankruptcy Court

# **EXHIBIT A**

EXECUTION COPY

ASSET PURCHASE AND ACCOUNTS  
RECEIVABLE COLLECTION AGREEMENT

THIS ASSET PURCHASE AND ACCOUNTS RECEIVABLE COLLECTION AGREEMENT, made as of this 19th day of May, 1995 by and between Jack Greenberg, Inc., ("Seller") with its principal offices located at 1717 North Delaware Avenue, Philadelphia, Pennsylvania 19125, and Quaker Valley Meats, Inc., with its principal offices located at 3101 South Third Street, Philadelphia, Pennsylvania 19148 ("Buyer").

BACKGROUND

A. Seller is engaged in the business of distributing meat and cheese (the "Business") and conducts such business at 1717 North Delaware Avenue, Philadelphia, Pennsylvania (the "Business Premises").

B. Seller desires to sell and Buyer desires to purchase certain assets owned by Seller relating to the Business, under and subject to the provisions of this Agreement.

C. Buyer acknowledges that the Purchased Assets (defined below) and the Accounts (defined below) are subject to duly perfected, first priority security interests in favor of CoreStates Bank, N.A., Meridian Bank and First Fidelity Bank, N.A. ("Lenders' Lien"), whose consent to this Agreement will be required.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. Purchase and Sale.

A. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell, assign, and transfer to Buyer, and Buyer agrees to purchase from Seller:

(i) All of Seller's inventory, consisting of meats, cheeses and other food products, including packaging materials, ("Inventory") excluding only inventory identified on Exhibit "A" hereto; and

(ii) All of Seller's right, title, and interest in and to the trade names "Main Street," "Valhalla," "Manfred," and "Rialto" ("Trade Names"), all of Seller's printed labels bearing

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such Trade Names, all of Seller's transferable import and cheese licenses.

The foregoing properties, rights and interests described in this Subparagraph A to be purchased by Buyer are sometimes collectively referred to as the "Purchased Assets". The Purchased Assets, other than the Inventory, are collectively referred to herein as the "Other Assets."

B. BUYER ACKNOWLEDGES AND AGREES THAT THE SALE AND PURCHASE OF THE ASSETS IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. SELLER EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. Seller shall remain obligated for and Buyer is not assuming by this Agreement any liabilities or obligations of Seller relating to the operation of the Business of any nature whatsoever, whether liquidated or contingent, known or unknown, foreseen or unforeseen, whether in contract, tort, equity or otherwise, whether heretofore or now existing or arising out of or related to any transaction or dealings prior to the date hereof, including, but not limited to, any liabilities to employees or customers of Seller or any liabilities arising out of or related to services of the Business performed or products of the Business.

2. Purchase Price and Payment.

A. In consideration for the transfer of the Inventory to Buyer, Buyer shall pay to Seller, and Seller hereby accepts, as the total purchase price for the Inventory, a sum equal to the lower of Seller's cost or fair market price of the Inventory (the "Inventory Cost") multiplied by ninety percent (90%). For purposes of this Agreement, "fair market price" shall mean the price listed on the "yellow sheet" or "Green Bay cheese" market sheet or if not listed on either such sheets, as shall be determined in such other reasonable manner as the Buyer and Seller shall agree. The purchase price for the Other Assets shall be an amount equal to ten percent (10%) of the Inventory Cost for all Inventory purchased hereunder.

B. Buyer, at its option, may take possession of the Inventory on an "as needed" basis. Seller shall deliver to and Shall invoice Buyer for Inventory (but not for shipping) and for installments applicable toward the purchase price of the Other Assets, as Inventory is ordered, with any such invoice payable in full within ten days after date of the invoice. Each invoice shall itemize the purchase price payable for Inventory and the amount payable as an installment to be applied toward the purchase price

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of the Other Assets. Notwithstanding anything contained herein to the contrary, Buyer shall take possession of and shall be invoiced for all remaining Inventory and the balance of the purchase price for the Other Assets no later than June 15, 1995, and Buyer shall pay the purchase price for all Purchased Assets no later than June 25, 1995.

C. Prior to June 25, 1995, Buyer may use the Trade Names and labels for the Trade Names in connection with Buyer's resale of the Inventory. Upon payment of the purchase price in full by Buyer for all Purchased Assets, then and only then shall Buyer have full right and title to the Other Assets. If Buyer fails to pay the full amount of the purchase price for all of the Purchased Assets on or before June 25, 1995, then Buyer shall have no right, title or interest in or license to use the Other Assets after such date, and Buyer shall forfeit all sums paid by Buyer as installments to be applied to the purchase price of the Other Assets.

D. Notwithstanding the identification of the Purchased Assets or anything to the contrary in the Uniform Commercial Code or otherwise, title to any portion of the Inventory shall not pass to Buyer unless and until Buyer has taken delivery of such Inventory and received an invoice therefor and title to the Other Assets shall not pass to Buyer unless and until Buyer has paid the purchase price in full for all Purchase Assets on or before June 25, 1995. Delivery of any portion of the Inventory shall be deemed to have been made when such Inventory is shipped from the Business Premises.

### 3. Accounts Receivable and Seller's Obligations.

A. Except for those accounts identified in Exhibit "B" hereto, Buyer shall use its best efforts to collect Seller's accounts receivable ("Accounts"). Buyer acknowledges that the accounts are and shall remain at all times subject to the Lender's Lien.

B. Seller shall pay to Buyer a collection fee of eight percent (8%) of the proceeds of Accounts (except for the proceeds of Accounts listed on Exhibit "B" hereto) received by Buyer, Seller or Seller's lenders after May 17, 1995 through July 1, 1995; provided that such collection fee shall be payable weekly and solely from the proceeds of Accounts deposited pursuant to paragraph 3C hereof, but only after funds so deposited become finally collected funds. Buyer shall not be required to institute suit for the collection of any Accounts or to expend any out of pocket costs (other than long distance telephone charges and postage) of collection apart from general overhead expenses normally incurred by Buyer in collection of accounts receivable. If any of the Accounts are owed by customers who are also customers

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of Buyer, Buyer agrees that any monies received from such customers will be first applied in payment of the Accounts, regardless of whether (1) such customer is indebted to Buyer as a result of such customer's previous relationship with Buyer, (2) the aging of any Account or account receivable due to Buyer from such customer or (3) the designation for application by such customer.

C. All proceeds of Accounts collected by Buyer shall be held in trust for Seller in the exact form received. Buyer shall then deposit or cause to be deposited daily the proceeds of all Accounts into account no. 1409107713 at CoreStates Bank, N.A. in the name of "Jack Greenberg, Inc."

D. Except with respect to those Accounts which are the subject of a compromise entered into prior to July 1, 1995 pursuant to Paragraph 3E hereof, Buyer shall have no right or claim whatsoever to any proceeds of Accounts received after July 1, 1995 and all Accounts not collected by July 1, 1995 shall be turned back over to Seller. Any proceeds of Accounts received by Buyer after July 1, 1995, shall be held in trust for Seller and delivered immediately in the form received to Seller or as Seller shall direct.

E. Buyer may make no compromise, settlement or accommodation with any account debtor of Seller without the express prior written consent of Seller.

F. Buyer and Seller shall, on a weekly basis, meet and reconcile the status of Inventory purchases by Buyer and Accounts collections by Buyer or Seller. Buyer may set off sums due to it for its services in connection with collection of the Accounts, if, and only if, Seller fails to pay Buyer on a timely basis. Seller shall have the right, through its representatives (which shall include its lenders, professionals and/or business consultants), to inspect all records of the Buyer concerning the Accounts and collection of the Accounts.

G. Seller shall deliver to Buyer copies of all books, records and other information reasonably required by Buyer to assist Buyer in its collection of the Accounts, all of which shall be returned to Seller on July 1, 1995.

4. Representations and Warranties of Buyer. To induce Seller to enter into this Agreement, Buyer represents and warrants to Seller that Buyer is a corporation organized under the laws of the Commonwealth of Pennsylvania and that Buyer has taken all corporate action and other proceedings necessary to enable Buyer to purchase the Purchased Assets and carry out its obligations under this Agreement. This Agreement and any agreements and instruments

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executed by Buyer in connection herewith constitute valid and binding obligations of Buyer, enforceable in accordance with their respective terms.

5. Access to Information. Seller shall permit Buyer, and its designated representatives, upon reasonable prior telephonic notice, full access to the Purchased Assets and the documents, books and records relating thereto, and shall furnish them with such additional information with respect to the Purchased Assets as Buyer shall reasonably request.

6. Miscellaneous. All representations, warranties, covenants, and agreements made in this Agreement shall survive the execution of and the consummation of the transactions contemplated hereby. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Each party agrees to take such action and to execute and deliver such documents and instruments as the other party may reasonably request in order to effectuate the terms of this Agreement and the transactions contemplated hereby. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed in Pennsylvania. Buyer and Seller each submit to the exclusive jurisdiction of the Federal and state courts sitting in the Commonwealth of Pennsylvania and agree to accept service of process at the addresses set forth in the caption hereof or any substitute address provided to the other parties hereto in the manner prescribed in Section 7 hereof. The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms and conditions of this Agreement or give full notice of the provisions thereof. This Agreement and the Exhibits and schedules hereto constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all prior agreements or contemporaneous oral agreements with respect to such matters. This Agreement may not be amended or modified in any manner except by a written agreement duly executed by the party to be charged, and any attempted amendment or modification to the contrary shall be null and void and of no effect.

7. Notices. All notices required or permitted under this Agreement shall be in writing and sent by certified mail or by recognized overnight courier service, addressed to the parties as follows:

If to Buyer: Quaker Valley Meats, Inc.  
3101 South Third Street  
Philadelphia, Pennsylvania 19148

May 23, 1995 210413.1

EXECUTION COPY

With a copy to: Z. Edward Heller, Esquire  
Heller, Kapustin, Gershman &  
Vogel  
Suite 230  
486 Norristown Road  
Blue Bell, PA 19422

If to Seller: Jack Greenberg, Inc.  
1717 North Delaware Avenue  
Philadelphia, PA 19125

With a copy to: Robert P. Krauss, Esquire  
Mesirov Gelman Jaffe Cramer &  
Jamieson  
1735 Market Street  
38th Floor  
Philadelphia, PA 19103-7598

or to such other person or address as the party to be charged with such notice may designate by notice given in the aforesaid manner.

8. Expenses. Buyer and Seller agree to bear their own expenses in connection with the transactions contemplated hereby, including all professional fees and costs, and the fees and expenses of any brokers or agents acting on their behalf. Buyer and Seller, respectively, warrant and represent that neither has employed any broker or agent to act on their behalf in connection with this transaction.

9. Public Announcements. Neither Buyer nor Seller or their respective agents, representatives or brokers, shall issue any press releases or make any public statements concerning the transactions contemplated hereby without the prior written consent of the other parties hereto.

10. Counterparts. This Agreement may be executed by facsimile in any number of counterparts and by the different parties in separate counterparts and each such counterpart shall be deemed an original.

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(6)

EXECUTION COPY

IN WITNESS WHEREOF, Buyer, Seller and the Shareholders have executed this Agreement, under seal, as of the day and year first above written.

QUAKER VALLEY MEATS, INC.

Attest:

By: Mark Malmon

By: [Signature], President

JACK GREENBERG, INC.

Attest:

By: Steven M. Chu

By: [Signature]  
Emanuel Greenberg, President

05/25/95 THU 18:05 FAX  
1111-23-33 THU 12:41

HELLEN KAPUSTIN

FAX NO. 610+834+7737

010  
P. 09/12

**EXHIBIT "A"**

SANCOR GRATED PARM  
ELM CITY GRATED CHEESE  
CHEESE WHEY  
AVICEL GEL  
FLAKE TOPPING SALT  
200% SWISS BLOCKS

EXHIBIT "B"

PENN CHEESE	SWISS CHEESE SALE
EMPIRE FOODS	SWISS CHEESE SALE
STANLEY MARVEL	SWISS CHEESE SALE
SUMMERMAID	SWISS CHEESE SALE

ANY AND ALL CUSTOMERS PURCHASING PRODUCTS ON EXHIBIT "A"  
ANY AND ALL CUSTOMERS PURCHASING OTHER NON FOOD ITEMS

CUST #	NAME	\$ AMT	WHERE
4970	A & M MEAT	6,596.99	NCIB RECOVERY
5200	ADAMS RIB	1,239.98	NCIB RECOVERY
5318	AL BRA	1,323.71	OUT OF BUSINESS TO BE TURNED OVER
5440	ALMO BUTTER	15,543.00	OUT OF BUSINESS
5635	KEN'S POULTRY	9,000.00	NCIB
7000	BLUE DIAMOND	10,000.00	MICHAEL MORRIS
7090	BLUE RIBBON	17,060.88	TO BE TURNED OVER
7940	CARDINAL FOODS	226.00	ILLEGAL DEDUCTION
8340	GEORGES W/S	4,000.00	ALAN SANDERS
9060	JAMES CONNOLLY	2,540.16	TO BE TURNED OVER
9675	D.C. FOODS	22,428.49	CHAPTER 11 FILED
9885	DERR FOODS	11,092.11	TO BE TURNED OVER
10273	DURRETT CHEESE	13,171.70	NCIB
10400	EDDIES S/MKT	1,577.78	TO BE WRITTEN OFF
12320	STEVE CIZZIE	12,211.46	TURNED OVER TO MICHAEL MORRIS
13450	HAZEL PARK	163.87	WRITE OFF
13470	HEARTLAND	468.24	WRITE OFF
13730	HILDEBRANDT	320.00	WRITE OFF
14760	JOHNSTON S/MKT	4,014.02	PMS
14849	K & D	4,763.91	CHAPTER 11 FILED
14850	K & B	9,686.09	NCIB
14950	KAYEM	3,356.90	TO BE WRITTEN OFF
15880	BARRY LIPMAN	1,034.26	TO BE TURNED OVER
16035	LOEFFLER	3,013.71	TO BE TURNED OVER
16160	LOU'S C/C	621.75	CHAPTER 11 FILED
17380	MEAT STOP WILLINGBORO	328.00	ALLOWABLE DEDUCTION
17440	MELILLO FOODS	3,000.00	WRITE OFF
17900	MINI DELI	176.01	FIRE AT STORE
18803	NOUVEAU	2,500.00	CHAPTER 11 FILED
18950	OLBUM TRADING	69.60	WRITE OFF
18955	OLD WORLD	33,886.14	POTENTIAL TURN OVER
19660	PULIZZI	25,000.00	MICHAEL MORRIS
20670	RYAN INTERNATIONAL	603,087.91	SETTLEMENT
21100	GEORGE SCHREIBER	1,912.75	TO BE TURNED OVER



CUST #	NAME	\$ AMT	WHERE
21240	MARY ANN ENT.	3,904.55	WRITE OFF
22281	RIDGE W/S	11,648.58	AGREEMENT WITH GREENBERG'S
23360	TRINACRIA	14.96	WRITE OFF
23400	TRIVITS	14,155.11	NCIB
23499	UKROPS	330.00	WRITE OFF
23928	VITALES	2,248.95	TO BE TURNED OVER
24270	HENKY WELLMAN	398.46	WRITE OFF
30000	S & S (SUNSHINE)	10,136.30	TO BE TURNED OVER TO MICHAEL MORRIS
77777	RETURNED CHECKS	11,703.57	
		<u>\$879,955.90</u>	

**EXHIBIT B**

**EXHIBIT C**