

08-31-1999

8/26/99



101131195

ASSIGNMENT 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 # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

- Citizenship/State of Incorporation/Organization

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.)

08/30/1999 MTHAI1 00000260 75472034

FOR OFFICE USE ONLY

01 FC:461 40.00 OP
02 FC:462 250.00 OP

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 or 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 Practices. 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 Rm Assignments Washington D.C. 20231

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 Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75472034"/>	<input type="text" value="75396456"/>	<input type="text" value="75451613"/>	<input type="text" value="2216344"/>	<input type="text" value="2119938"/>	<input type="text" value="1825327"/>
<input type="text" value="75451611"/>	<input type="text" value="75451609"/>	<input type="text"/>	<input type="text" value="1620239"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75434178"/>	<input type="text" value="75434177"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Richard D. Zimmerman
Name of Person Signing


Signature

August 23, 1999
Date Signed

I hereby certify that on August 23, 1999 this Recordation Cover Sheet Trademarks (2 pages), Check No. 3408 for \$290, and Receiver's Bill of Sale with Exhibit A (6 pages) were mailed under 37 CFR §1.08 by U.S. Postal Service, first-class mail, to Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231 with sufficient postage prepaid.

Karen A. Lyons
Date 8/23/99
REEL 001950 FRAME 0728

4799 09:14 SHERWOOD BRANDS OF RI INC. 34006411

RECEIVER'S BILL OF SALE

I, Allan M. Shine, in my capacity as the duly appointed Permanent Receiver of E. Rosen Company, by the authority vested in me by Order of the Providence County Superior Court of the State of Rhode Island entered on the 17th day of September, 1998, in the Receivership proceeding pending before that Court, docketed as P.M. No. 98-3870 and pursuant to the Offer To Purchase annexed hereto as Exhibit A, in consideration of \$4,000,000.00 paid by Sherwood Brands of RI Inc, the receipt of which sum is hereby acknowledged, do hereby convey and assign to Sherwood Brands of RI Inc., free and clear of all claims liens and encumbrances, all of my right, title and interest as said Permanent Receiver in and to the following described assets belonging to E. Rosen Company located at the business premises of said company in Pawtucket and Central Falls in Rhode Island and Fall River and New Bedford in Massachusetts: all machinery and equipment, all inventory, including raw materials, intermediate goods, and finished goods (except the excluded inventory listed on Exhibit B), all dies and tools, all furniture, all non-real estate fixtures, all motor vehicles, trade names, trademarks and brand names, customer lists and goodwill, and all financial books and records of E. Rosen Company pertaining to its business operations (collectively the "Assets").

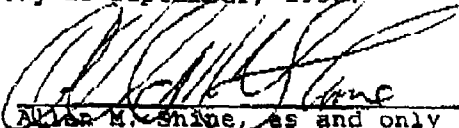
Expressly excluded from this sale and conveyance hereunder are any and all other assets of E. Rosen Company that are not described herein as the Assets. which excluded assets shall herein be referred to as the "Excluded Assets." The Excluded Assets shall include, without limiting the generality of the foregoing, any machinery, equipment or property leased or loaned to E. Rosen Company, and/or not owned by E. Rosen Company, such as, by way of example, refuse containers, compactors, uniforms and towels, all computer equipment and accessories leased by E. Rosen Company from TAL Financial, the excluded inventory listed on Exhibit B annexed hereto, all real estate fixtures that are necessary to operate or maintain the real estate premises owned by The Erco Corporation

and/or E. Rosen Company unless the same are necessary for the operation of equipment or machinery in connection with the manufacturing process, such as by way of example cooling, heating and air conditioning equipment utilized in the manufacture or preservation of product, any and all cash, all accounts receivable, and all proceeds thereof, and any and all goods, inventory or merchandise relating to such accounts receivable that may be returned to E. Rosen Company, all tax refunds of any kind or nature due and owing from any taxing authorities, all pre-paid deposits, unearned insurance premiums and insurance policies, all choses-in-action not customarily available in the trade or industry in connection with the continued business operations of E. Rosen Company, any and all claims relating to reclamation, replevin or of a similar nature against or involving third parties and E. Rosen Company, and any and all claims of any kind or nature of the Receiver or the Receivership Estate of E. Rosen Company against any stockholder, officer, director, employee, or other insider of said company, including but not limited to any and all claims against any such parties for breach of fiduciary duties, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances or breach of duty to E. Rosen Company and/or its creditors, and the proceeds of any of the foregoing Excluded Assets.

This sale is made without any representations or warranties whatsoever, including but not limited to, any representations or warranties concerning quantity, quality, durability, condition, merchantability, fitness for any purpose, or any other aspects of said Assets, and all said Assets are sold "as is" and "where is."

Notwithstanding anything herein to the contrary, the person executing this instrument in his representative capacity as Receiver shall not be personally liable.

Witness my hand this 24th day of September, 1998.


Allen M. Shine, as and only as
Receiver of E. Rosen Company,
and not individually.
Dated: 9/25/98 as of 9/24/98

ACKNOWLEDGEMENT OF RECEIPT OF
BILL OF SALE AND ASSETS

The undersigned hereby acknowledges receipt of the executed original foregoing Receiver's Bill of Sale and all Assets referred to therein, and upon the terms and conditions set forth therein.

Sherwood Brands of RI, Inc.

By 

Print Name:

Dated: UZIEL FRYDMAN

9/28/98

EXHIBIT ASTATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Harris Rosen

vs.

P.M. #98-3870

E. Rosen Company

OFFER TO PURCHASE ASSETS OF E. ROSEN COMPANY
To Allan M. Shine, Receiver of the above-named Defendant:

The undersigned ("Purchaser") does hereby offer to purchase all of your right, title, and interest as Receiver, free and clear of mortgages, liens, claims, interests and encumbrances, in and to the following assets used in the business operations of the aforescribed Defendant, for the amounts set forth below:

1. Machinery and Equipment (including dies, tools, furniture, fixtures and vehicles, but excluding computer leased from TAL Financial \$2,750,000)
 2. Inventory \$1,150,000
 3. Accounts Receivable No Offer
 4. Trade names, trademarks, customer lists and good will \$100,000
 5. Entirety bid for assets 1, 2 and 4 \$4,000,000
- (collectively called the "Rosen Assets")

Purchaser expressly acknowledges and agrees that any and all other assets of Defendant, other than those described above as the Rosen Assets are expressly excluded from the sale contemplated herein, which assets are hereinafter referred to as the "Excluded Assets", which Excluded Assets shall include, without limiting the generality of the foregoing, any and all cash, all tax refunds of any kind or nature due and owing from any taxing authorities, pre-paid deposits, unearned insurance premiums, insurance policies, choses-in-action not customarily available in the trade or industry in connection with the continued business operations of Defendant, any property leased or loaned to Defendant, and/or not owned by Defendant, such as refuse containers, compactors, uniforms and towels, and any all claims of any kind or nature of the Receiver or the Receivership Estate of Defendant against any stockholder, officer, director, employee, or other insider of Defendant, including but not limited to any and all claims against any such parties for breach of fiduciary duties, and any and all claims of any kind or nature against any entities or individuals relative to preferential transfers, fraudulent conveyances or breach of duty to Defendant and/or its creditors, and the proceeds of any of the foregoing Excluded Assets.

The Receiver is also prepared to consider non-confirming bids submitted to him, such as for the lollypop line, so-called.

Purchaser expressly agrees to fulfill at its own expense any and all orders on hand at date of closing for orders that have not been completed at date of closing and shall be entitled to proceeds of such orders.

The Purchaser hereby encloses a certified check or bank check in the amount of \$100,000 as a deposit in connection with this Offer. It is understood that you will hold this deposit in escrow, in an interest bearing account, pending submission of this Offer to the Providence County Superior Court in this receivership proceeding (the "Court").

08/04/99 08:14 SHERWOOD BRANDS, INC. ROSEN COMPANY 08/04/99

This Agreement fully and completely expresses the parties' agreement, and all understandings and agreements heretofore had between the parties, if any, are extinguished and of no force and effect except to the extent such are expressly set forth herein, and this Agreement is entered into after full investigation by the Purchaser of the Rosen Assets, and no reliance is made by Purchaser upon any statements or representations not embodied in this Agreement.

If you are agreeable to accepting this Offer on the terms herein stated, please indicate below. This Offer and the agreement between the parties is subject to the approval of the Court in the aforescribed receivership proceeding. The Purchaser understands that the Receiver and Court may entertain any higher Offers for the Rosen Assets prior to Court approval of this Offer. In the event that this Offer is approved by said Court, the balance of the purchase price shall be paid to the Receiver by certified or bank check on the second business day following the date of entry of the Court Order approving this Offer, or on such earlier date as agreed to by the parties, so long as such Court Order is not the subject of an injunction or stay prohibiting consummation of the sale contemplated in this Agreement (the "Closing Date"). It is agreed and understood that time is of the essence.

If the Purchaser shall fail to pay the balance of the purchase price within said period, the Receiver may, at his option, resell the Rosen Assets, without notice to the Purchaser, and without previously tendering the Rosen Assets to the Purchaser. Such resale shall not, however, release the Purchaser from liability for breach of the terms of this Offer and, in case of such default, the Receiver shall have the right to retain the deposit towards the payment of any damages to which the Receiver may be entitled by reason of said default, without prejudice to any right to other or further damages or to pursue any remedy, legal and/or equitable, which may accrue to the Receiver by reason of such default. If Court approval of this Offer is not obtained within 45 days from the date of the Receiver's acceptance hereof, this Offer shall terminate, whereupon the Receiver shall return to the Purchaser the deposit delivered to the Receiver in connection with this Offer.

This agreement and transfers resulting from this Offer are and shall be made without any representations or warranties whatsoever, by or from the Receiver, including but not limited to, any representations or warranties concerning quantity, quality, durability, condition, merchantability, fitness for any purpose, or any other aspects of the Rosen Assets, and the Rosen Assets are sold "as is" and "where is".

Sherwood Brands, Inc.

By: 

Uziel Frydman, President
8110 Executive Boulevard Suite 1080
Rockville, MD 20852
(301) 881-9340

Dated: 9/17/1998

ACCEPTED: 

Allen M. Shine, Esq., as and
only as Receiver of E. Rosen
Company, and not individually

Dated: 9/17/98