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

1. Name of conveying party(ies):

Sigmund Freundlich

9.27.00

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

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

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

Name: Joyce Food, L.L.C.

Internal Address: _____

Street Address: 80 Avenue K

City: Newark State: NJ ZIP: 07105

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Corporation - New Jersey

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

3. Nature of conveyance:

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

Execution Date: September 21, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

536,579

Additional numbers Yes No

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

Name: Gerald E. Hespos

Internal Address: CASELLA & HESPOS

Street Address: 274 Madison Avenue - Suite 1703

City: New York State: NY ZIP: 10016

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:

03-1030

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.

Gerald E. Hespos

Name of Person Signing

Gerald E. Hespos

Signature

September 26, 2000

Date

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS A. Goodman & Sons, Inc. had operated a business at 21-07 41st Avenue, Long Island City, New York 11101 for the manufacture and sale of noodles, macaroni, spaghetti, soup mixes, matzohs, matzoh meal and semolina macaroni elbows under the trademark "GOODMAN'S".

WHEREAS Gomansco Realty Corporation, a New York corporation with a principal place of business at 21-07 41st Avenue, Long Island City, New York 11101 had been a wholly owned subsidiary of A. Goodman & Sons, Inc. and owned the building at 21-07 41st Avenue, Long Island City, New York 11101.

WHEREAS I, Sigmund Freundlich entered into an Agreement with A. Goodman & Sons, Inc. and their subsidiary Gomansco Realty Corporation on or about June 17, 1978. A copy of the Agreement is attached to this Assignment. Under the terms of the Agreement, I gave A. Goodman & Sons, Inc. and their subsidiary Gomansco Realty Corporation good and valuable consideration in exchange for: the manufacturing facility located at 21-07 41st Avenue, Long Island City, New York; the equipment at the purchased facility for manufacturing matzoh and matzoh meal; the office equipment at the purchased facility; the inventory of matzoh, matzoh meal and soup products; all information concerning the process or processes used in the manufacture of the matzoh products by A. Goodman & Sons, Inc., including trade secrets; the rights and obligations of A. Goodman & Sons, Inc. existing under a pre-existing collective bargaining agreement; and the exclusive right to use the name "GOODMAN" or "GOODMAN'S" in connection with matzoh and all other Kosher food products, except noodles and pasta and any other noodle and pasta related products. Thus, I purchased from A Goodman & Sons, Inc. the

entirety of that portion of their business relating to the manufacturing and sale of Kosher food under the "GOODMAN'S" trademark. A. Goodman & Sons, Inc. reserved for itself the exclusive right to use the name "GOODMAN'S" in connection with noodles and pasta. The attached Agreement further provided, however, that any noodles and pasta manufactured or sold under the name "GOODMAN'S" by A. Goodman & Sons, Inc., its successors and assigns, shall have the endorsement of the Union of Orthodox Jewish Congregation of America and that I would obtain such endorsement for my products sold under the "GOODMAN'S" trademark. This latter provision was to ensure that the goodwill I was acquiring for the "GOODMAN'S" trademark as used with matzoh products would not be adversely affected by any activities of A. Goodman & Sons, Inc., their successors or assign relating to their use of "GOODMAN'S" in connection with pasta products.

WHEREAS, I complied with the terms of the agreement, and used the "GOODMAN'S" trademark in connection with Kosher food, including matzohs, matzoh meal and soup mixes pursuant to the attached Agreement.

WHEREAS, I, have been a participant, officer and/or principal in several other businesses involved in the manufacture and sale of Kosher food products.

WHEREAS, these other businesses with which I have been involved are being consolidated into a single company entitled Joyce Food, L.L.C., a limited liability corporation organized under the laws of the State of New Jersey and having a place of business at 80 Avenue K, Newark, New Jersey 07105.

WHEREAS, Joyce Food, L.L.C. is desirous of acquiring my right, title and interest in and to the trademark "GOODMAN'S" as used with matzohs, matzoh meal, soup

mixes and other Kosher food, including the goodwill associated with the "GOODMAN'S" trademark as used with matzohs, matzoh meal, soup mixes and other Kosher food.

NOW, WHEREFORE, for good and valuable consideration, receipt of which is acknowledged, I hereby assign to Joyce Food, L.L.C. all of my right, title and interest in and to the "GOODMAN'S" trademark as used with matzohs, matzoh meal, soup mixes and other Kosher food, said right, title and interest being evidenced by the attached Agreement and includes the goodwill associated with the "GOODMAN'S" trademark that was acquired pursuant to the attached Agreement and the goodwill that was developed and maintained based on use of the "GOODMAN'S" trademark subsequent to the attached Agreement.



Name: Sigmund Freundlich

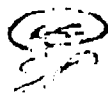
Date: September 21, 2000

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AGREEMENT made this 19th day of ~~Feb~~
 January, 1978 by and among A. GOODMAN & SONS, INC., a
 New York Corporation, with a principal place of business
 at 21-07 41st Avenue, Long Island City, New York 11101
 (herein called "CORPORATION" or "SELLER"), GOMANSCO REALTY
 CORPORATION, a New York Corporation, with a principal place
 of business at 21-07 41st Avenue, Long Island City, New
 York 11101 (herein called "GOMANSCO"), and SIGMUND FREUNDLICH
 of 1345 East 7th St. Brooklyn, N.Y. 11230
 (herein called the "PURCHASER").

WITNESSETH:

WHEREAS, the CORPORATION is presently engaged
 in the manufacturing, processing and packaging of pasta,
 noodles, Matzoh, Matzoh meal, soup products and other related
 products and desires to sell only that part of the business
 relating to Matzoh, Matzoh meal and soup products, retaining
 the ^{BUSINESS OF} pasta, noodle and related products, ^{CONTAINING PASTA OR NOODLES} business, and



WHEREAS, GOMANSCO is a wholly owned
 subsidiary of the CORPORATION and is the owner of the premises
 located at 21-07 41st Avenue, Long Island City, New York, and

WHEREAS, the parties have reached an under-
 standing with respect to the sale by the CORPORATION and the

purchase by the PURCHASER of certain machinery and equipment located at 21-07 41st Avenue, Long Island City, New York, and its Matzoh, Matzoh meal and soup products business; and the sale by ROMANSCO to the PURCHASER of the premises at 21-07 41st Avenue, Long Island City, New York, as more fully described in paragraph 7th, herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, it is agreed as follows:

1. DEFINITIONS: As used in this agreement, the following terms shall mean:

a) CONTRACT DATE - is the date of this agreement as set forth above.

b) CLOSING DATE - June 27, 1978, or such other date agreed upon among the CORPORATION, ROMANSCO and PURCHASER, provided such date shall not extend the closing beyond the period of ten (10) days from June 27, 1978.

c) PRICE - is \$750,000.00 - Allocated as follows: \$425,000.00 as the value of the property owned by ROMANSCO, and \$325,000.00 as the value of the machinery, equipment and Matzoh products as hereinafter described, exclusive of inventory of the Matzoh, Matzoh meal and soup products.

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2. CLOSING - The closing of the sale shall take place at the offices of KAUFMAN, TAYLOR, KIMMEL & MILLER, 40 East 42nd Street at 3 o'clock p.m., on June 27, 1978. At the closing, GOMANSCO shall deliver to the PURCHASER, a bargain and sale deed from GOMANSCO, the sole owner of the premises located at 21-07 41st Avenue, Long Island City, New York. GOMANSCO shall convey such title as any reputable title company will insure, free of any violations of record of any governmental department or agency. The CORPORATION shall deliver to the PURCHASER the machinery and equipment relating to the manufacturing of Matzoh and Matzoh meal products located at 21-07 41st Avenue, Long Island City, New York, and the inventory of Matzoh and Matzoh meal products and soup products, as more fully described in Paragraph 7th herein. Upon such delivery, the PURCHASER shall deliver to the SELLER a certified or bank cashier's check on a New York Bank, payable to the order of SELLER for the balance of the purchase price of \$600,000.00.

3. DEPOSIT - On Contract date, the PURCHASER shall pay to the CORPORATION the sum of \$150,000.00, which sum shall be held in escrow by the CORPORATION'S attorney until closing date. The deposit will be held by the attorney for the CORPORATION until the closing, and shall be invested in U. S. Treasury Bills, and the interest earned thereon shall belong to the PURCHASER. Upon closing, the

Balance of the purchase price shall be paid in accordance with the terms of paragraph 2 herein. In the event that the PURCHASER fails to pay the balance of the purchase price as herein specified, the SELLER shall retain the said deposit as and for liquidated damages, and all other provisions of this contract shall become null and void.

4. REPRESENTATIONS AND WARRANTIES - The CORPORATION represents and warrants as follows:

a) GOMANSCO and CORPORATION are duly organized, validly existing, and in good standing under the laws of the State of New York.

b) SHARE OWNERSHIP - The CORPORATION represents and warrants that it is the owner of all the issued and outstanding shares of GOMANSCO and GOMANSCO is the owner of the premises located at 21-07 41st Avenue, Long Island City, New York.

c) GOMANSCO, at the time of closing will have no liability of any nature, contingent, or otherwise, including, without limitation, any tax liability due or to become due. The CORPORATION, by its President and Secretary represents and warrants that there is a Certificate of Occupancy permitting the present use of the building and that it does not have any reasonable grounds to know any basis for assertion against GOMANSCO of any liability of any nature or in any amount, with the exception shown on the annexed Schedule A.

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b) The equipment for manufacturing Matzoh and Matzoh meal, including soup products, plus one (1) Bartell packaging machine used in the packaging of soup products and all saleable inventory used in the manufacturing of such Matzoh and Matzoh meal and soup products, owned by the CORPORATION.

c) All of the office equipment and warehouse equipment now on the premises, except the Muggard IBM type-writer and one (1) Hako, ~~writer~~ and the list of Matzoh distributors and suppliers. PURCHASER assumes all the lease obligations of the leased equipment.

d) The CORPORATION is not selling and the PURCHASER acknowledges that he is not buying any of the machinery or equipment used for the manufacturing of pasta and noodle products nor the rights to manufacture, sell or distribute any of the CORPORATION'S pasta, noodles and related products *CONTAINING PASTA OR NOODLES*.

e) The CORPORATION, at the time of closing shall sell to the PURCHASER all inventory relating to the manufacturing and processing of Matzoh, Matzoh meal and soup products, for an amount in addition to the PRICE indicated in paragraph 1. (c).

f) The price for such inventory shall be at the CORPORATION'S cost, and payment shall be made within a period of 180 days under the following terms:

4) One-third of the total payment within a period of 60 days of the Closing on which no interest shall be charged for the first 30 days; one-third within 120 days of the Closing with interest; one-third within 180 days of the Closing with interest.

5) Interest will be computed and payable at the rate of three quarter percent over the established prime rate at the time of Closing.

6) At the closing, the CORPORATION shall deliver to PURCHASER a Bill of Sale covering all of the personal property covered by the agreement, containing the usual form of Affidavit of Title and an Affidavit of No Creditors, or, in the alternative, the CORPORATION shall comply with the Bulk Sales provisions of the Uniform Commercial Code.

7) The CORPORATION shall turn over to the PURCHASER all available information concerning the process or processes used in the manufacturing of the CORPORATION'S Matron products and any trade secrets, if any, in connection therewith.

8) CORPORATION'S RIGHT TO REMAIN ON OR VACATE PREMISES - The CORPORATION or any of its agents, shall have the right to remain in and utilize that part of the premises at 21 07 41st Avenue, Long Island City, New York, as described in paragraph 6) on a month to month basis until the end of 31, 1979 ("the leased premises").

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the period of thirty (30) days it shall remove all of the machinery, equipment and other personal property to it.

9. CONDUCT OF BUSINESS - Prior to the Closing date, the CORPORATION and the PURCHASER shall cooperate in arranging the retention, hiring and termination of all employees assigned to the manufacturing of Matzoh, Matzoh meal and soup products and the PURCHASER acknowledges the terms and conditions of employment as it exists under the Collective Bargaining Agreement effective October 1, 1976, and assumes the obligations thereunder. The CORPORATION shall cooperate with, and assist the PURCHASER in reaching a fair and equitable understanding with the union as to the employees who will be retained by the PURCHASER.

a) The Matzoh, Matzoh meal and soup product businesses shall continue in the same manner and not disrupt the normal operations between the Contract date and the Closing date.

b) All salaries for those employees jointly employed by both CORPORATION and PURCHASER subsequent to closing shall be allocated between the parties on a reasonable basis.

c) At the time of Closing, there shall be no accrued vacations and the CORPORATION shall pay for all vacations for the fiscal year July 1, 1977 through June

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c) THE CORPORATION and the PURCHASER shall cooperate with each other with respect to the distribution of the products of both CORPORATION and PURCHASER, and where feasible, use the same freight forwarders and/or truckers so as to effectuate a minimum combined cost of delivery of products.

d) THE CORPORATION and GOMANSCO will maintain its existing insurance covering its inventory and other property against loss, either by fire, other casualty or theft. The risk of loss by fire, other casualty or theft between the date of the signing of this agreement and the date of the Closing, shall be borne by the CORPORATION and the proceeds of any insurance shall belong to it. If the property is damaged by fire the CORPORATION has the option of either restoring it to its original condition or, in the alternative, cancelling the contract.

11. RESTRICTIVE COVENANTS - THE PURCHASER hereby covenants with the CORPORATION, its successors and assigns, that he will not at any time, directly or indirectly, under any circumstances or conditions whatsoever, engage in or become interested in any capacity, in or to the business of manufacturing of pasta, noodle, or related products. THE PURCHASER may buy and sell noodles or pasta under other brand names than that of the CORPORATION

provided such products are manufactured by the CORPORATION.

12. BROKERAGE - Each party represents and warrants to the other that all negotiations relative to this agreement have been carried on by them directly, without the intervention of any person, and each party shall indemnify the other and hold him or it harmless against and in respect of any claim for brokerage or other commissions relative to this agreement.

13. SURVIVAL OF WARRANTIES - All representations and warranties contained in this agreement shall survive the closing and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns for a period of one (1) year following the closing.

14. BENEFIT - This agreement shall be binding upon, and inure to the benefit of, the respective legal representatives of the PURCHASER, and the successors and assigns of the PURCHASER, the CORPORATION, and GOMANSCO. Without limiting the foregoing, the CORPORATION'S and GOMANSCO'S rights hereunder may be enforced by them in their own name. In the event that the SELLER causes the assets and business of the CORPORATION, and/or GOMANSCO to be transferred to some other corporation, the rights of the PURCHASER and of the CORPORATION and GOMANSCO hereunder may be enforced by such other corporation in its own name.

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15. CONSTRUCTION - This agreement is being delivered and is intended to be performed in the State of New York, and shall be construed and enforced in accordance with the laws of that State.

16. NOTICES - All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid to a party at the address set forth in the opening paragraph of this agreement, or at such other address as the party may have furnished. Prior to closing, a copy of any notice served on the SELLER or the CORPORATION or COMANSCO shall also be served on EDWARD W. MORRIS at 40 Wall Street, 19th Fl., New York City, New York 10005, and a copy of any notice served on the PURCHASER shall be served on MERVIN KIMMEL, ESQ., of Kaufman, Taylor, Kimmel and Miller, 41 East 42nd Street, New York, N.Y. 10017.

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transaction contemplated by this agreement.

(f) there is no material action, suit or proceeding pending or threatened against the CORPORATION or GOMANSCO affecting the consummation of the transaction contemplated by this agreement with the exception shown on the annexed Schedule A.

IN WITNESS WHERE OF, the parties have duly executed this agreement.

A. GOODMAN & SONS, INC.

By: *Louis M. Coniglio*
Louis M. Coniglio, President

John J. Coniglio
John J. Coniglio, Secretary-Treasurer

GOMANSCO REALTY CORPORATION

By: *Louis M. Coniglio*

John J. Coniglio

Sigmund F. ...
Sigmund F. ...

SCHEDULE A

LITIGATION AND THREATS

1. Fifth Avenue Management Associates, et al. action in the Supreme Court, Queens County, alleging violation of recorded easement, prescriptive easement right of way and trespass, commenced June 24, 1974; answer and counterclaim served July 25, 1974; crossmotions for judgment denied October 21, 1975; plaintiff's notice of appeal served on or about November 24, 1975, and crossnotice served December 1, 1975. No further proceedings.