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12-15-2000

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To the Honorable Commissioner of P.

101553742

attached original documents or copy thereof.

1. Name of conveying party(ies):

Noreast Fresh, Inc.  
80 Everett Avenue  
Chelsea, MA 02150

- 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 Bill of Sale and Assignment
- Merger
- Change of Name

Execution Date: October 27, 2000

2. Name and address of receiving party(ies)

Name: State Garden, Inc.

Internal Address: \_\_\_\_\_

Street Address: 21 New England Produce Center

City: Chelsea State: MA ZIP: 02150

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designated 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)

75/649636	74505027
76/085468	74504043
	74504040
	74504038

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

1,877,848  
1,876,813  
1,883,824  
1,939,234

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

Name: Paul J. Levenson, Esq.

Internal Address: \_\_\_\_\_

Street Address: Schnader Harrison Goldstein & Manello

265 Franklin Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved: \_\_\_\_\_

10

7. Total fee (37 CFR 3.41).....\$ 265

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

12/14/2000 6TON11 00000297 75649636

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 225.00 OP

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.

Paul J. Levenson  
Name of Person Signing

Paul J. Levenson  
Signature

November 21, 2000  
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Patents & Trademarks, Box Assignments

**SCHNADER HARRISON  
GOLDSTEIN & MANELLO**

ATTORNEYS AT LAW

THE BOSTON OFFICE OF SCHNADER HARRISON SEGAL & LEWIS LLP

PAUL J. LEVENSON  
Direct Line: 617-946-8149  
[plevenson@schnader.com](mailto:plevenson@schnader.com)

265 FRANKLIN STREET ■ BOSTON, MASSACHUSETTS 02110-3192

617-946-8000 ■ FAX: 617-946-8100

November 21, 2000

***CERTIFIED MAIL—RETURN RECEIPT REQUESTED  
RECEIPT NO. 7099 3220 0007 0206 0390***

United States Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, DC 20231

Re: Bill of Sale and Assignment--Noreast Fresh, Inc. to State Garden, Inc.

Ladies and Gentlemen:

In connection with the recent sale of assets by Noreast Fresh, Inc. to State Garden, Inc., enclosed for filing is a copy of the subject Bill of Sale and Assignment together with a cover sheet and a check in the amount of \$265 to cover filing fees. These enclosures relate to the assignment by Noreast Fresh, Inc. to State Garden, Inc., among other things, of the following Trademark Applications:

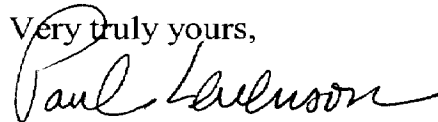
75/649636  
76/085468  
74505027  
74504043  
74504040  
74504038

These enclosures also relate to the assignment by Noreast Fresh, Inc. to State Garden, Inc. of the following Trademark Registrations:

1877848  
1876813  
1883824  
1939234

Kindly return a record of the filed Bill of Sale and Assignment to the undersigned at the address set forth above. If you have any questions, please do not hesitate to call me at 617-946-8149.

Very truly yours,



Paul J. Levenson

PJL/cf Enc. File: «1010735.0001:577865.1»  
cc: Mr. Anthony Bordieri (w/enc.)  
Gerard D. Goldstein, Esq. (w/enc.)

## BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN by these presence that Noreast Fresh, Inc., a Massachusetts corporation ("Seller"), for good and valuable consideration received from State Garden, Inc., a Massachusetts corporation ("Purchaser") does hereby grant, sell, assign, transfer and deliver to Purchaser all of the Seller's right, title and interest in and to all of the "Acquired Assets" as defined in the Asset Purchase Agreement between the Purchaser and the Seller, dated October 23, 2000 (the "Asset Purchase Agreement").

TO HAVE AND TO HOLD all and singular the said Assets to the Buyer and its successors and assigns, to their use and behoof forever.

The Seller hereby warrants, represents and covenants that it is the lawful owner of the Acquired Assets, and that they are free from all encumbrances and restrictions and that the Seller has good right to transfer and assign the same as aforesaid, and that the Seller will warrant and defend the same against the claims and demands of all persons.

Seller further covenants and agreed to execute and deliver to Purchaser such original documents and instruments as may be reasonable and necessary to assign, transfer and convey any interest it may have in the Acquired Assets, as set forth in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal this 27 day of October, 2000.

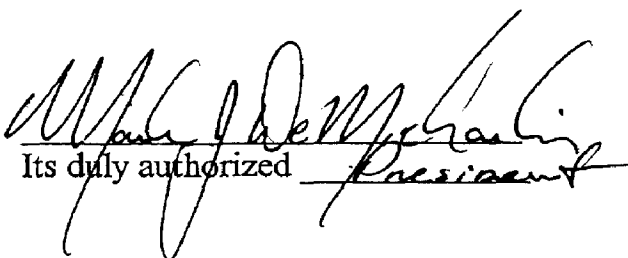
SELLER:

NOREAST FRESH, INC.

By:   
Its duly authorized President

PURCHASER:

STATE GARDEN, INC.

By:   
Its duly authorized President

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