



To the Honorable Commissione

101614522

the attached original documents or copy thereof.

1. Name of conveying party(ies):

LITTLE TAVERN SHOP 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:

2-2-01

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

Execution Date: 1-26-01

2. Name and address of receiving party(ies)

Name: ALB PAUL FOOD VENTURE LLC

Internal Address:

Street Address: P.O. Box 908

City: ABINGDON State: MD ZIP: 21009

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State LLC MARYLAND
- 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)

549,509
566,135

Additional numbers attached? Yes No

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

Name: ALB PAUL FOOD VENTURE LLC

Internal Address:

Street Address: P.O. Box 908

City: ABINGDON State: MD ZIP: 21009

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

65E

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.

ALFRED E. WROY III
Name of Person Signing

Alfred E. Wroy III
Signature

2/2/01
Date

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

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of the th 26 day of JANUARY, 2001, by and between Little Tavern Shops, Inc. ("Seller") and Al and Paul Food Venture L.L.C. ("Purchaser").

RECITAL

Seller is the owner of the trademarks identified in Schedule A attached hereto and made a part hereof, and all goodwill associated therewith (the "Assets"). Seller desires to sell the Assets to Purchaser, and Purchaser desires to purchase the Assets all under the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recital, the mutual promises, covenants and representations of the parties and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets. Seller hereby transfers, assigns, conveys and delivers the Assets to Purchaser for the purchase price set forth in Section 2 below.

2. Purchase Price. The total purchase price for the Assets is Ten Thousand and No/100 Dollars (\$10,000.00) (the "Purchase Price"). The Purchase Price shall be paid without interest in fifty (50) equal monthly installments of Two Hundred and No/100 Dollars (\$200.00) payable on the first day of each month commencing on February 1, 2001 until fully paid. A late payment fee of five percent (5%) of the total installment due shall be due and owing for each and every installment not received by Seller within fifteen (15) days after the date such installment is due. If Purchaser shall fail to make any payment due under this Section 2, and such failure shall continue for a period of thirty (30) days after written notice thereof, sent to Purchaser at P.O. Box 908, Abingdon, MD 21009 by registered or certified mail, return receipt requested, and first class postage prepaid, is received by Purchaser, Seller, at its option, by said written notice to Purchaser, may declare the entire unpaid Purchase Price to be immediately due and payable.

3. No Assumption of Liabilities. Purchaser shall not assume or be responsible for any obligations or liabilities of Seller, and Seller shall remain fully and solely liable and responsible for the same.

4. Representations and Warranties of Seller. Seller represents and warrants to Purchaser the following, with the knowledge that Purchaser is purchasing the Assets in full reliance thereon:

4.1 that this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

4.2 that Seller has good and marketable title to the Assets, free from all liens, encumbrances and debts; and

4.3 that Seller has the unrestricted right to use the Assets, and has not granted any

license or other rights to any third party to use the Assets.

5. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that this Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

6. Closing Deliveries. Simultaneous with the execution of this Agreement, Seller shall execute and deliver to Purchaser an Assignment of Trademarks in form sufficient to be filed with the United States Patent and Trademark Office.

7. Use of Name. Seller agrees that Purchaser has sole and exclusive rights to the Assets as a result of this Agreement, and that Seller shall not have any rights to use the Assets or the name "Little Tavern" in any manner.

8. Survival of Representations, Etc. All covenants, representations, warranties, agreements and indemnifications made by the parties in this Agreement, or pursuant hereto, shall survive the consummation of the transactions contemplated by this Agreement.

9. Benefit. All the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective legal representatives, the successors and permitted assigns of Seller and Purchaser.

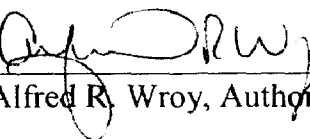
10. Construction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without regard to principals of conflicts of laws.

11. Entire Agreement. This Agreement contains all of the agreements and understandings between the parties hereto regarding the subject matter hereof and supersedes all prior correspondence and agreements among the parties hereto, and no oral agreements or written correspondence shall be held to affect the provisions hereof. All subsequent changes and modifications to be valid shall be by written instrument executed by the parties to be bound.

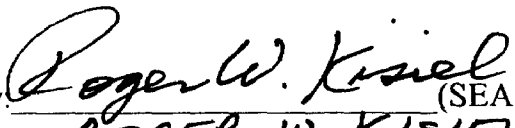
12. Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the date first above written.

PURCHAER:
Al and Paul Food Venture L.L.C.

By:  (SEAL)
Alfred R. Wroy, Authorized Person

SELLER:
Little Tavern Shops, Inc.

By:  (SEAL)
Name: ROGER W. KISSEL
Title: PRESIDENT

SCHEDULE A

ASSETS

A. TRADEMARKS REGISTERED WITH U.S. PATENT AND TRADEMARK OFFICE:

<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>
1) 549,509	Little Tavern Shops	October 16, 1951
2) 566,135	Little Tavern Shops	October 28, 1952

B. ADDITIONAL TRADEMARKS SET FORTH ON ATTACHED EXHIBIT A.

ASSIGNMENT OF TRADEMARKS

WHEREAS, Little Tavern Shops, Inc., a Maryland Corporation, (hereinafter referred to as the "Assignor"), located at 2147 Priest Bridge Drive, Suite 17, Crofton, Maryland 21114, owner of the trademark registrations identified in Schedule A, and AI and Paul Food Venture L.L.C., a Maryland limited liability company (hereinafter referred to as the "Assignee"), located at 2959 Harrogate Way, Abingdon, Maryland 21009, are parties to that certain Asset Purchase Agreement of even date herewith (the "Agreement"); and

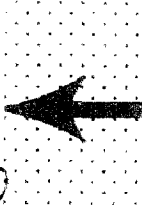
WHEREAS, pursuant to the Agreement, the Assignor desires by means of this Assignment of Trademarks to assign, convey and transfer to the Assignee the Assignor's trademarks listed on Schedule A attached hereto and incorporated herein, (collectively the "Trademarks"), together with the good will of the business associated with those trademarks.

NOW THEREFORE, in consideration of the payment by Assignee to Assignor of the purchase price provided in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign, convey and transfer unto said Assignee all of the Assignor's right, title and interest in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said Trademarks or injury to the said good will, and the right to sue for and recover the same in its, the Assignee's, own name.

IN WITNESS WHEREOF, this Assignment has been executed this 26th day of JANUARY, 2001.

ATTEST:

LITTLE TAVERN SHOPS, INC.



[Handwritten Signature]
Secretary

By: [Handwritten Signature]
Corporate Officer

ROGER W. KISIEL, PRESIDENT
(print name and title)

SCHEDULE A

REGISTRATION NUMBER

TRADEMARK

REGISTRATION DATE

1) 549,509

Little Tavern Shops

October 16, 1951

2) 566,135

Little Tavern Shops

October 28, 1952

NUNC PRO TUNC ASSIGNMENT

WHEREAS, on or about March 25, 1975, Little Tavern Shops, Inc., a Delaware Corporation, (hereinafter referred to as the "Assignor"), then being owner of the trademark, adopted, used and was using LITTLE TAVERN SHOPS, which mark was subsequently registered in the United States Patent and Trademark Office as follows:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LITTLE TAVERN SHOPS	566,135	October 28, 1952

WHEREAS, on or about March 25, 1975, Assignor transferred all of its assets including said trademark, above identified registration, and that part of the good will of the business symbolized by said trademark to Little Tavern Shops, Inc., a Maryland Corporation, (hereinafter referred to as the "Assignee"), but without having executed a formal United States trademark assignment document; and

WHEREAS, said Assignee now desires such formal United States assignment in order to record the same in the United States Patent and Trademark Office;

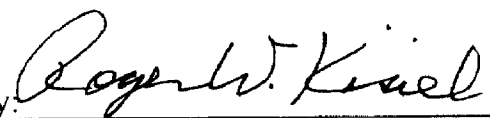

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign, nunc pro tunc, unto said Assignee as of March 25, 1975 and/or as of anytime prior to the present when such assignment was in fact equitably affected, to the aforesaid Assignee, all right, title and interest in and to the said trademark, that part of the business connected with and symbolized by the said trademark, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of said trademark or injury to the said good will, and the right to sue for and recover the same in its, the Assignee's, own name.

IN WITNESS WHEREOF, this Assignment has been executed this 26th day of JANUARY, 2001.

ATTEST:

LITTLE TAVERN SHOPS, INC.


Secretary

By:  
Corporate Officer

ROGER W. KISIEL, PRESIDENT
(print name and title)