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U.S. Patent & TMOs/TM Mail RptDt #71

Form PTO-1595	Recordation Form Cover Sheet	U.S. Department of Commerce
1-31-92	TRADEMARKS ONLY	Patent and Trademark Office

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

570-01

<p>1. Name of conveying party(ies) Manor Hill Food Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Gen'l Partnership <input type="checkbox"/> Ltd. Partnership <input checked="" type="checkbox"/> Corporation-State Maryland <input type="checkbox"/> Other Add'l name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO</p>	<p>2. Name and address of receiving party(ies): Name: <u>Reser's Fine Foods, Inc.</u> Internal Address: Street Address: 15570 S.W. Jenkins Road City: Beaverton State: Oregon Zip: <u>97006</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Oregon</u> <input type="checkbox"/> Other</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Other <u>Asset Purchase Agreement</u> Execution Date: 2/26/93</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Application number(s) or registration no(s): A. TM Appln No. (s) B. TM Reg. No. (s) 902,314 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Connolly Bove Lodge & Hutz</p>	<p>6. Total no. of applns and regs. involved <input type="checkbox"/> 7. Total fee (37 CFR 3.41).....\$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p>
<p>Internal Address: <u>P.O. Box 19088</u> Street Address: <u>1990 M Street,</u> <u>N.W.</u> City: <u>Washington</u> State: <u>D.C.</u> Zip: <u>20036</u></p>	<p>8. Deposit Account No: (Attach duplicate copy of this page if paying by deposit account)</p>

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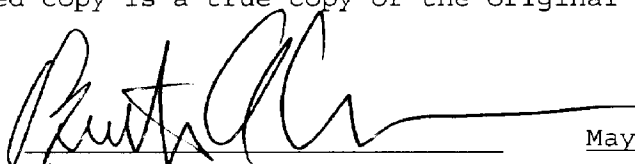
TRADEMARK
REEL: 002301 FRAME: 0158

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.

Burton A. Amernick

Name of Person Signing



Signature

May 10, 2001

Date

Total number of pages comprising cover sheet: [6]

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Mail documents to be recorded with required cover sheet information to:

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ASSET PURCHASE AGREEMENT

AGREEMENT, dated as of the 26th day of February, 1993 (the "Agreement"), by and among Manor Hill Food Corporation ("MHFC") a corporation organized and existing under the laws of Maryland with its principal office located at 1200 Bernard Drive, Baltimore Maryland 21223, Mayfield Importing Co., Inc. ("Mayfield"), a corporation organized and existing under the laws of Ohio with its principal office located at 3820-50 Lakeside Avenue East, Cleveland, Ohio 44114, and MHF-RE Holdings, Inc. ("MHF-RE"), a corporation organized and existing under the laws of Maryland, with its principal office located at 1200 Bernard Drive, Baltimore, Maryland 21223 ("Sellers") and Reser's Fine Foods, Inc., a corporation organized and existing under the laws of Oregon, with its principal office located at 15570 S.W. Jenkins Road, Beaverton, Oregon 97006 ("Buyer"). For purposes of this Agreement, (i) the term "Seller" refers respectively to each of MHFC, Mayfield and MHF-RE, (ii) the term "Sellers" refers to MHFC, Mayfield and MHF-RE collectively, and (iii) the term "Business" as defined below, when used in connection with a particular Seller, refers to the Business of such Seller.

WITNESSETH

Seller desires to sell the business and substantially all of its assets and properties (the "Business") to Buyer. Buyer desires to purchase from Seller the Purchased Assets (as hereinafter defined) and is willing to assume the Assumed Liabilities (as hereinafter defined) of Seller on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties herein, Seller and Buyer agree as follows:

I. TRANSFER OF ASSETS**1.1 Assets to be Sold**

Seller will sell, assign and transfer to Buyer and Buyer will purchase, assume and receive from Seller, for the consideration provided in Article II below, and subject to the terms and conditions contained in this Agreement, all of Seller's right, title and interest in and to the Business and the assets and properties, of every kind and description, personal or mixed, tangible or intangible and whether or not having any value for accounting purposes used in the operation of the Business, as the same shall exist on the Closing Date (as hereinafter defined), excluding those assets set forth in Section 1.2, and including, without limitation, the following (the "Purchased Assets"):

(a) Land, Building and Improvements

Those certain parcels of real property, together with all improvements, buildings and fixtures thereon, owned by Seller and listed in Schedule 1.1(a) (the "Real Estate");

(b) Office and Plant Machinery and Equipment

All furniture, machinery and equipment owned by Seller and used by or on behalf of Seller in the Business, whether located at the Real Estate or elsewhere, including that which is listed in Schedule 1.1(b);

(c) Inventory

All of Seller's inventory of finished products, packaging, supplies, raw materials, ingredients, pallets and machinery spare parts and tools of the Business wherever located except any and all wine located on the Mayfield property at 3820-50 Lakeside Avenue, Cleveland, Ohio;

(d) Prepaid Expenses

All of Seller's security deposits, advance payments for charges and services, deferred charges and any prepaid expenses of Seller related to the Purchased Assets or Assumed Liabilities (as hereinafter defined) of the Business;

(e) Contract Rights

All of Seller's right, title and interest in and to all contracts, purchase orders, agreements, leases and licenses relating to the Business, including without limitation, purchase orders or commitments for ingredients and raw materials, leases, service or maintenance agreements, and license agreements, whether or not there are any written agreements with respect thereto, including without limitation those listed in Schedule 1.1(e) (the "Assumed Contracts");

(f) Notes and Accounts Receivable

All of the notes and accounts receivable of the Business, except for all intercompany notes held from Sellers' Affiliates.

(g) Intangible Rights

All of Seller's right, title and interest in trade secrets, recipes, formulae, processes, trademarks, trademark applications, trade names, licenses, patents, patent applications, designs and drawings, copyrights, slogans, franchises, permits and other similar rights and registrations

thereof used in the operation of the Business, including those listed in Schedule 1.1(g), except for the trademarks and names described in Section 1.2(d);

(h) Unfilled Customer Orders

All of Seller's unfilled customer orders pertaining to the Business;

(i) Permits

All certificates, permits or authorizations of any federal, state or local government or regulatory body held by Seller and required or usable with respect to the operation of the Business, but only to the extent that any of the foregoing relate to the Business and can be legally sold, transferred and assigned by Seller to Buyer;

(j) Books and Records

Copies of such accounting and financial information, customer and suppliers' lists, customer files and account histories, payroll and personnel records of the Business as may be necessary or desirable for the efficient conduct of the business in the ordinary course and which are requested by Buyer prior to or within thirty (30) days following the Closing Date; and

(k) Cash of Mayfield

All cash, cash equivalents, bank accounts and specie (collectively, "Cash") of Mayfield.

1.2 Excluded Assets

Notwithstanding any other provisions of this Agreement, the following assets of Seller are not included in the transactions contemplated in this Agreement:

(a) All Cash of MHFC and MHF-RE;

(b) All capital stock of Mayfield and MHF-RE owned by MHFC;

(c) All of Seller's interest in (i) Manor Hill Food, Inc. Employees' 401(k) Profit Sharing Plan and Trust; (ii) Manor Hill Food Corporation United Food and Commercial Workers Local 27 Employees 401(k) Plan & Trust; (iii) Mayfield Importing Company, Inc. 401(k) Savings and Investment Plan and Trust and (iv) all Geest Corporation 401(k), profit sharing and pension plans;

(d) Ownership of any and all rights to the use of the trademark "Geest" or any trademark, trade name, service mark or other similar right including or related to the trademark "Geest"; and

(e) All personal property and effects of Sellers' employees within the premises of the Business.

1.3 Assumed Liabilities

In consideration for the sale and delivery of the Purchased Assets at Closing, Seller will transfer to Buyer on the Closing Date and Buyer will assume from Seller, on the Closing Date, and indemnify Seller against the following liabilities and obligations:

(a) All liabilities and obligations of Seller relating to the Purchased Assets and the Business, whether known or unknown, accrued or unaccrued, absolute, contingent or otherwise;

(b) All local, state, and federal taxes accruing on or after the Closing Date related to the ownership or use of the Purchased Assets or the conduct of the Business; and

(c) All sale, property, use, transfer or similar tax in connection with the transfer of any of the Purchased Assets contemplated in this Agreement including, but not limited to, any State of Maryland and State of Ohio transfer taxes;

All such liabilities obligations being assumed by Buyer are herein called the "Assumed Liabilities."

1.4 Liabilities to be Retained

Seller will retain the following liabilities and obligations:

(a) All local, state and federal taxes related to the ownership and use of the Purchased Assets before the Closing Date;

(b) All liability arising from any Employment Agreement with Messrs. Gordon Garnett, John Burke, Robert Levine, Steven Levine and Michael Corners (each an "Employment Agreement"); provided, however, that in the event Buyer employs the services of the individual employed under such Employment Agreement within six months after the Closing, Buyer shall then reimburse Seller for and hold Seller harmless from all costs and liabilities under such Employment Agreement; and

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives or individually, as the case may be, as of the date first above written.

MANOR HILL FOOD CORPORATION

By: Neil Robertson
Name: N.C. ROBERTSON
Title: Attorney in fact

MAYFIELD IMPORTING CO., INC.

By: Neil Robertson
Name: N.C. ROBERTSON
Title: Attorney in fact

MHF-RE HOLDINGS, INC.

By: Neil Robertson
Name: N.C. ROBERTSON
Title: Attorney in fact

RESER'S FINE FOODS, INC.

By: Earl M. Wills
Name: Earl M. Wills
Title: Chief Financial Officer



05-10-2001

U.S. Patent & TMOfo/TM Mail RptDt. #71

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of:	:	
	:	
Manor Hill Food Corporation	:	
	:	
Registration No.: 902,314	:	
	:	
Registration Date: 11/10/70	:	
	:	
Mark: Manor Hill	:	Atty Docket: 1852/00014
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**TRANSMITTAL OF
DECLARATION OF USE AND APPLICATION FOR RENEWAL**

Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

Attached hereto is a Combined Declaration of Use in Commerce/Application for Renewal of Registration of Mark, a specimen and our check for \$740 for the above-captioned case.

Please charge any fee deficiency or credit any overpayment to Deposit Account No. 22-0185. A duplicate authorization is attached.

Respectfully submitted,

Burton A. Amernick (24,852)
Connolly Bove Lodge & Hutz LLP
1990 M Street, N.W.
Washington, D.C. 20036-3425
Telephone: 202-331-7111

Date: 5-10-01