

04-22-2002

Form PTO-1594 (Rev. 03/01) 4-18-02



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

4-18-02

1. Name of conveying party(ies):

Celentano Bros., Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 21, 2000

2. Name and address of receiving party(ies)

Name: Rosina Acquisition Corp.

Internal Address:

Street Address: 75 Industrial Parkway

City: Buffalo State: NY Zip: 14227-2777

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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 registration number(s):

A. Trademark Application No(s)

B. Trademark Registration No(s) 1,164,260

Additional number(s) attached Yes No

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

Name: John Kelepurovski, Jr., Esq.

Internal Address: Hiscock & Barclay, LLP

Street Address: 221 South Warren Street

DBYRNE 00000119 1164260

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 160.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John Kelepurovski, Jr., Esq.

Name of Person Signing

Handwritten signature of John Kelepurovski, Jr.

Signature

April 18, 2002

Date

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

5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002451 FRAME: 0210

04/22/2002

01 FC:481 02 FC:484

40.00 DP 120.00 DP

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made this 21 day of March, 2000, by and between CELENTANO BROS., INC., a New Jersey corporation, Debtor and Debtor-in-Possession, having an address of 225 Bloomfield Avenue, Verona, New Jersey, 07044 ("Assignor") and ROSINA ACQUISITION CORP., a Delaware corporation with an address of 75 Industrial Parkway, Buffalo, New York, 14227 ("Assignee"). Assignor and Assignee are hereinafter sometimes together referred to as the "Parties," or individually as a "Party".

W I T N E S S E T H:

WHEREAS, Assignor may own or license various trademarks, tradenames, patents, and copyrights which are used by the Assignor (collectively, "Intellectual Property"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement (the "Agreement") dated as of February 15, 2000, pursuant to Section 1.1 of which Assignor shall assign to Assignee all of Assignor's right, title and interest which Assignor may own to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth hereinabove are incorporated herein by reference as though fully set forth at length.

2. Assignment. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Intellectual Property, together with that part of the good will of the business of the Assignee connected with and symbolized by the marks and any part thereof.

3. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed, by certified or registered mail, postage prepaid, or by express courier, to the parties at the following addresses (or such other addresses that shall be given in writing by any party to the other):

If to Assignor: Celentano Bros., Inc.
Attn: Howard Greenberg, Esq.
c/o Ravin, Greenberg, and Marks, P.A.
101 Eisenhower Parkway
Roseland, New Jersey 07068
Fax: (973) 226-6888

with a copy to: Cole, Schotz, Meisel,
Forman & Leonard, P.A.
Court Plaza North
25 Main Street
Hackensack, New Jersey 07602
Attention: Stuart Komrower, Esq.
Telecopier No.: (201) 489-1536

If to Assignee: Rosina Acquisition Corp.
75 Industrial Parkway
Buffalo, New York, 14227
Attn: _____

with a copy to: Richard J. Day, Esq.
Saperston & Day, P.C.
1100 M&T Centre
3 Fountain Plaza
Buffalo, New York 14203-1486
Telecopier No.: (716) 856-0139

4. **Burden and Benefit; Final Agreement.** This Agreement, together with the exhibits and schedules hereto, represents the final and complete contract of the parties hereto, and shall be binding upon, and inure to the benefit of, the parties hereto and their respective beneficiaries, successors and assigns. Assignor shall not assign any of his respective rights or obligations hereunder without the prior written consent of the other Party.

5. **Modification and Waiver.** No alterations or variations of the terms and provisions of this Agreement shall be valid unless made in writing and signed by all of the Parties or their successors or permitted assigns.

6. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed by the laws of the State of New Jersey without regard to its conflict of law rules. If any provision of this Agreement is held to be invalid or unenforceable, such will

not affect the validity or enforceability of the other provisions of this Agreement. With respect to actions for specific performance or other equitable relief each Party irrevocably submits itself to the jurisdiction of the state courts and Federal courts of the State of New Jersey and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined only in and by any of said courts. Furthermore, each party hereby irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any claim that such party is not personally subject to the jurisdiction of said courts, that such action or proceeding is brought in an inconvenient forum, that the venue of such action or proceeding is improper or that this Agreement may not be enforced in or by such courts.

7. **Headings.** The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Telecopier transmission signatures shall suffice for execution hereof if witnessed by at least one witness.

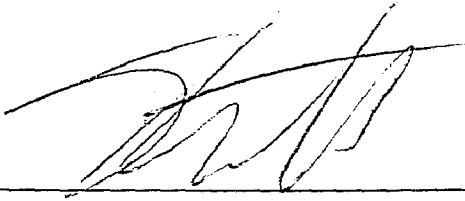
9. **Further Assurances and Execution of Additional Documents.** Each Party agrees to cooperate fully with the other Party and its respective authorized representatives and to promptly execute any and all further documents necessary and/or appropriate for the consummation of the transaction contemplated by this Agreement according to its terms and conditions.


10. **Expenses.** Except as otherwise provided for herein, in connection with the negotiation and consummation of the transactions contemplated hereby, Assignee shall bear the fees, costs and expenses of its legal counsel, accountants and other advisors, and Assignor shall bear the fees, costs and expenses of its legal counsel, accountants and other advisors.

IN WITNESS WHEREOF, the Parties have executed this Assignment of Intellectual Property as of the date first above written.

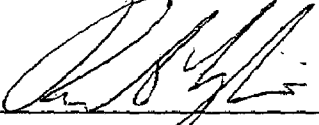
ATTEST:

CELENTANO BROS., INC., Debtor
and Debtor-in-Possession
("Assignor")



BY: 
DORIS CELENTANO

ROSINA ACQUISITION CORP.
("Assignee")

BY: 
Name:
Title: PRESIDENT