

03-29-2002

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Form PTO-1504  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patent.

102036212

Use the attached original documents or copy hereof.

1. Name of conveying party(ies): 3/13/02  
**THE FROZFRUIT COMPANY**

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

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

2. Name and address of receiving party(ies):  
Name: FRUIT-ICES CORP.  
Address: 1193 McDonald Avenue  
Brooklyn, NY 11220

Individual(s) citizenship 03-13-2002  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 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) & addresses attached?  
 Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: November 15, 2000

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/919,139 and 3 others  
B. Trademark Registration No.(s).  
2,074,679 and 3 others

Additional Numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Patrick Boisson  
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.  
Street Address: 866 United Nations Plaza  
City: New York State: NY Zip: 10017

03/28/2002 TDIAZI 00000044 75919139  
01 FC:481 40.00 DP  
02 FC:48E 175.00 DP

6. Total number of applications and registration involved:.....8

7. Total fee (37 CFR 3.41) ..... \$ 215.00  
 Enclosed  
 Authorized to be charged to deposit account  
(Only if total fee is not sufficient)

8. Deposit account number:  
23-0825-0576900  
(Attach duplicate copy of this page if paying by deposit account)

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.

Patrick Boisson      *Boisson*      3/13/02  
Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet: \_\_\_\_\_

OMB No. 0651-0011 (exp. 4/94)      FZLZ File No.: FZF USA TT-01/01000 JAS

# Fruit-Ices marks

Country	Mark	Class(es)	Goods	Appln. No.	Reg. No.	Reg. Date	Status	Owner
United States	BANANA BITES	30	Frozen confections	75/075496	2074679	06/24/1997	Registered	FZF
United States	FROZFRUIT	30	Frozen confections containing real fruit	73/436888	1331109	04/16/1985	Registered	FZF
United States	GIVE PEACH A CHANCE	30	Frozen confections	75/919139			Pending	FZF
United States	NECTAR PIE	30	Frozen confections	73/267890	1191282	03/02/1982	Registered	FZF
United States	SMOOTHIE YUM	30	Frozen confections	75/916622			Pending	FZF
United States	SUMMER NATURALS	30	Frozen fruit juice bars	74/652949	2027763	12/31/1996	Registered	FZF
United States	WAY MORE FRUIT	30	Frozen confections	76/039072			Pending	FZF
United States	YUMTonic	30	Frozen confections	75/919140			Pending	FZF



03-13-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of November 15, 2000, by and between Fruit-Ices Corp., a New York corporation (the "Buyer"), and The Frozfruit Company, a Delaware corporation (the "Seller").

The Buyer and the Seller have executed and delivered an Asset Purchase Agreement, dated as of November 15, 2000 (the "Asset Purchase Agreement"), pursuant to which the Buyer has agreed, among other things, to purchase from the Seller substantially all of the assets which are used primarily in connection with the Frozfruit Business (as defined in the Asset Purchase Agreement), subject to certain specified liabilities.

This Bill of Sale, Assignment and Assumption Agreement is being executed and delivered in order to effect the transfer to the Buyer of the Assets (as defined in the Asset Purchase Agreement) and the assumption by the Buyer of certain of the liabilities of the Frozfruit Business. Each capitalized term used herein that is not defined herein shall have the meaning assigned to such term in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants contained in the Asset Purchase Agreement, the parties hereby agree as follows:

1. Assignment. The Seller does hereby grant, sell, convey, assign, transfer and deliver to Buyer and the Buyer does hereby purchase from Seller the following assets and properties of the Seller used primarily in connection with the Frozfruit Business:

(a) the tangible personal property, machinery, equipment, tools, fixtures, spare parts, furniture and office furnishings of the Seller set forth on Schedule 1.01(a)(i) to the Asset Purchase Agreement;

(b) all trade accounts receivable (net of trade allowances) reflected on the books of the Seller resulting from the operations of the Frozfruit Business as of the Closing Date;

(c) all inventories of raw materials, work in progress, finished goods and supplies of the Seller used primarily in connection with the Frozfruit Business;

(d) all intangible personal property of whatsoever kind or character used primarily in connection with the Frozfruit Business, whether evidenced in writing or not, including but not limited to all such customer lists, data bases, proprietary formulas, claims, and causes of action (whether fixed or contingent);

(e) the patents, trademarks and trade names (including the name "Frozfruit"), trademark and trade name registrations, service marks and service mark registrations,

copyrights and copyright registrations necessary to, or used primarily in connection with, the Frozfruit Business, the applications therefor and the licenses and franchises with respect thereto together with the goodwill and the business appurtenant thereto, all trade secrets, technology, processes, inventions, designs, drawings, blueprints, specifications, patterns, royalties, privileges, permits and all other similar intangible personal property, in each case as such are necessary to, or used primarily in connection with, the Frozfruit Business;

(f) all technical materials and guidelines, brochures, sales literature, promotional material, web sites, toll free telephone numbers and other selling material used primarily in connection with the Frozfruit Business;

(g) all papers, documents, instruments, books and records, files, agreements, books of account and other records by which the Assets might be identified or enforced, or otherwise pertaining to the Assets or the Frozfruit Business that are located at the offices or other locations used in connection with the Assets or the Frozfruit Business (including, without limitation, customer invoices, customer lists, vendor and supplier lists, drafts and other documents and materials relating to customer transactions); and

(h) the rights of the Seller, including the rights to lease deposits, under all contracts, agreements, licenses, leases, sales orders, purchase orders and other commitments relating to the Assets or the Frozfruit Business that are assumed by the Buyer as contemplated by Section 3.

2. Excluded Assets. Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) all the then existing assets and properties (of every kind, nature and description, real, personal or mixed, tangible or intangible and wherever situated) of the Seller used primarily in connection with the Chill Business (as defined in the Asset Purchase Agreement), including without limitation (1) all such inventories and intangible personal property (including the rights to the name "Chill" and the Seller's corporate trademarks and service marks related thereto, any derivatives of such names, trademarks and service marks, and any other trade names, trademarks and service marks used in the Chill Business) and (2) the trade accounts receivable accrued on the books of the Seller resulting from the operations of the Chill Business;

(b) all tangible personal property, machinery, equipment, tools, fixtures, computer equipment, vehicles, furniture and office furnishings leased by the Seller pursuant to any lease that is not assumed by the Buyer pursuant to Section 3;

(c) all office furnishings and equipment of the Seller situated at the Seller's offices in Freehold, New Jersey;

(d) all corporate minute books and stock transfer books and the corporate records of the Seller;

(e) all refunds and claims for refunds of taxes and other governmental charges for periods ending on or prior to the Closing Date;

(f) all cash or cash equivalents, on hand or on deposit;

(g) all laptop computers, handheld digital devices and other ancillary office equipment issued by the Seller to employees of the Seller (which computers, handheld digital devices and ancillary office equipment shall be transferred by the Seller to such employees on the Closing Date);

(h) all automobiles which are assigned to employees of the Seller; and

(i) the rights of the Seller under all contracts or agreements that are not assigned to the Buyer pursuant to Section 3 of this Agreement.

3. Assumption of Liabilities. Buyer hereby assumes and agrees to pay, discharge or perform, as appropriate, the following liabilities and obligations of the Seller:

(a) all trade accounts payable of the Seller reflected on the books of the Seller resulting from the operations of the Frozfruit Business as of the Closing Date;

(b) liabilities and obligations of the Seller (other than those described in paragraph (a) above) that arise under the terms of any month-to-month cold storage rental agreement;

(c) liabilities and obligations of the Seller (other than those described in paragraphs (a) or (b) above) that arise under the terms of each contract, agreement, license, lease or other commitment that is listed in Schedule 2.05(c) to the Asset Purchase Agreement (other than any of the foregoing that shall not be assigned because of the failure to receive any required consent, as contemplated by Section 1.03 of the Asset Purchase Agreement); and

(d) the liabilities and obligations of the Seller pursuant to the loan agreement between the Seller and Big Country Ford Inc. for the 1997 Ford Taurus used by the plant manager of the Clovis, New Mexico facility.

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale, Assignment and Assumption Agreement on the date first above written.

THE FROZFRUIT COMPANY

By 

Name: Steven Schickla  
Title: President & CEO

FRUIT-ICES CORP.

By 

Name: MICHELE BARONE  
Title: PRESIDENT & CEO