

06-12-2002

Form PTO-1504
1-31-92

RECOF

5/17/02



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

102118878

original documents or copy hereof.

1. Name of conveying party(ies):

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: CHILL-ICES LTD.

Address: 1193 McDonald Avenue
Brooklyn, NY 11230

- Individual(s) citizenship
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 22, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/829,060 and others

B. Trademark Registration No.(s).
2,114,408 and others

Additional Numbers attached? Yes No

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

Name: J. Allison Strickland

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:..... 11

7. Total fee (37 CFR 3.41) \$ 290.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-0825-0576900

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

6/11/2002 DBYRME 00000164 230825 75829060

01 FC:481 40.00 CH
02 FC:482 250.00 CH

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.

J. Allison Strickland
Name of Person Signing

Signature

May 17, 2002
Date

Total number of pages comprising cover sheet: _____

Chill-Ices marks

Country	Mark	Class(es)	Goods	Appln. No.	Reg. No.	Reg. Date	Status	Owner
United States	BLUE RASPBERRY BLAST	30	Frozen confections	75/829060			Pending	CICE
United States	CHERRY CHILL and Design	30		74/275834	4798946	10/12/1993	Dropped	CICE
United States	CHILL	30	Naturally flavored Italian ice	74/536709	2114408	11/18/1997	Registered	CICE
United States	COOL COTTON CANDY	30	Sorbet, frozen desserts and ice cream	75/822210			Pending	CICE
United States	LEMON CHILL	30	Naturally flavored Italian ices	74/536622	1945098	01/02/1996	Registered	CICE
United States	LEMON CHILL and Design	32	Lemon flavored fruit drinks made with water for consumption on or off the premises	73/821889	1606621	07/17/1990	Registered	CICE
United States	LIME CHILL	30	Naturally flavored Italian ices	74/486646	1921095	09/19/1995	Registered	CICE

Thursday, April 11, 2002

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Country	Mark	Class(es)	Goods	Appl. No.	Reg. No.	Reg. Date	Status	Owner
United States	ORANGE CHILL	30	Naturally flavored Italian ices	74/486580	2032504	01/21/1997	Registered	CICE
United States	ORANGE OVERLOAD	30	Frozen confections	75/822209			Pending	CICE
United States	RASPBERRY CHILL	30	Naturally flavored Italian ices	74/486516	2051103	04/08/1997	Registered	CICE
United States	STRAWBERRY CHILL	30	Naturally flavored Italian ices	74/691289	2063895	05/20/1997	Registered	CICE
United States	STRAWBERRY CHILL & Design	30	Naturally flavored Italian ices	74/425927	1844606	07/12/1994	Cancelled	CICE
United States	VERY STRAWBERRY	30	Frozen confections	75/822211			Pending	CICE

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 22, 2000, by and between Chill-Ices Ltd., a New York corporation (the "Buyer"), and IBC of Delaware Corporation (f/k/a The Frozfruit Company), a Delaware corporation (the "Seller")

The Buyer and the Seller have executed and delivered an Asset Purchase Agreement, dated as of December 22, 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 Chill 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 Chill 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 Chill 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 Chill 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 Chill Business;

(d) all intangible personal property of whatsoever kind or character used primarily in connection with the Chill 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 "Chill"), trademark and trade name registrations, service marks and service mark registrations,

copyrights and copyright registrations necessary to, or used primarily in connection with, the Chill 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 Chill Business;

(f) all technical materials and guidelines, brochures, sales literature, promotional material, and other selling material used primarily in connection with the Chill 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 Chill Business that are located at the offices or other locations used in connection with the Assets or the Chill 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 Chill 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 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;

(b) all corporate minute books and stock transfer books and the corporate seal of the Seller;

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

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

(e) 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);

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

(g) 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 from, 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 entered into primarily in connection with the Chill Business;

(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 2.04(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);

(d) liabilities and obligations of the Seller (other than those described in paragraphs (a), (b), and (c) above) that relate to that certain piece of filling equipment that Americana Foods Limited Partnership ("Americana") leased from Benny Plastics (with an option to purchase) in connection with the fulfillment of Americana's obligations to the Seller under that certain Private Label Agreement, dated January 1, 1999, between the Seller and Americana; and

(e) all trade allowance (promotion) liabilities and obligations of the Seller (other than those described in paragraphs (a), (b), (c) and (d) above) reflected on the books of the Seller resulting from the operations of the Chill Business as of the Closing Date.

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

LBC OF DELAWARE CORPORATION
(f/k/a The Frozfruit Corporation)

By *Steve Schelle*
Name: *Steve Schelle*
Title: *President / CEO*

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CHILL-ICES LTD.

By _____
Name:
Title:

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

LBC OF DELAWARE CORPORATION
(f/k/a The Frozfruit Corporation)

By _____
Name:
Title:

CHILL-ICES LTD.

By *Michael...*
Name: Michael (S) + R...
Title: PRESIDENT

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