

07-10-2002



102148833

TRADEMARK
0124-0173T



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDING OF ASSIGNMENT

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

July 3, 2002

Sir:

Please record the attached Assignment Document:

07/03/02

1. Name of Conveying Party(ies):

BONNY PRODUCTS, INC.

_____ Individuals _____ Association
_____ General Partnership _____ Limited Partnership
_____ Corporation - New York
_____ Other _____

2. Name and address of receiving party(ies):

BRADSHAW INTERNATIONAL, INC.
9409 Buffalo Avenue
Rancho Cucamonga, California 91730

_____ Individuals _____ Association
_____ General Partnership _____ Limited Partnership
X Corporation - California
_____ Other _____

3. Nature of Conveyance:

X Assignment _____ Security Agreement
_____ Merger _____ Change of Name
_____ Other _____

Execution Date: November 10, 1998

07/09/2002 TBI/21 00000047 1952999
01 FC:581 40.00 GP

TRADEMARK
REEL: 002542 FRAME: 0008

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

Trademark Registration No.(s):

MISCELLANEOUS DESIGN 1,952,999 January 30, 1996

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

**Birch, Stewart, Kolasch & Birch, LLP
P.O. Box 747
Falls Church, Virginia 22040-0747
(703) 205-8000**

6. Total number of applications and/or registrations involved: 1

7. X The recording fee in the amount of \$40.00 is enclosed.

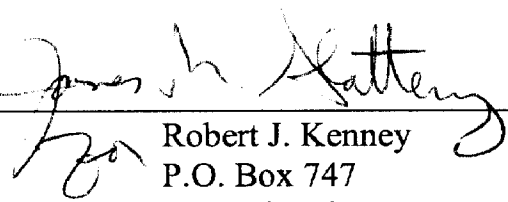
8. _____ Please charge Deposit Account No. 02-2448 in the amount of \$_____. A duplicate copy of this request is enclosed.

9. X The commissioner is hereby authorized to charge any fees under 37 CFR 2.6 which may be required, or credit any overpayment to Deposit Account No. 02-2448.

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.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

By 
Robert J. Kenney
P.O. Box 747
Falls Church, VA 22040-0747
(703) 250-8000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 23

AGREEMENT FOR THE PURCHASE
AND SALE OF ASSETS

THIS AGREEMENT is made this 10th day of November, 1998 among Bradshaw International, Inc. a California corporation with offices at 9409 Buffalo Avenue, Rancho Cucamonga, California 91730 ("Bradshaw"), Bonny Products, Inc. a New York corporation, with offices at 350 Page Road, Washington, North Carolina 27889 ("Bonny"), and Frederick Cooper plc, a public limited company organized under the laws of England ("Cooper").

RECITALS

Bonny is a manufacturer and distributor of branded kitchenware products in the United States and maintains a manufacturing and distribution facility in North Carolina.

Bradshaw is a leading distributor of branded kitchenware products throughout the United States.

Cooper owns, indirectly through wholly-owned subsidiaries of Cooper, one hundred percent (100%) of the issued and outstanding stock of Bonny.

Bradshaw desires to purchase and Bonny is willing to sell certain of its assets including its finished goods inventories, registered trademarks, licenses, certain patents and designs, customers lists and customer contracts, in each case on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained therein, the parties hereto agree as follows:

ARTICLE I

SALE OF ASSETS

Section 1.01 Sale. Subject to the terms and conditions set forth in this Agreement, Bonny agrees to sell, convey, transfer, assign and deliver to Bradshaw, and Bradshaw agrees to purchase from Bonny, the following assets:

(a) All Bonny's finished goods held in inventory on the Closing Date as determined by a physical inventory to be conducted by Bonny and observed by representatives of Bradshaw prior to the Closing;

(b) All Bonny's finished goods in transit from suppliers with respect to which title has passed from the supplier to Bonny as of the Closing Date;

(c) All Bonny's raw material and work in process which is converted to finished goods prior to January 31, 1999; and

(d) All Bonny's rights with respect to registered trademarks, licenses, customer lists, and all patents (if any) and designs (except for the patents and designs relating to the "Licensed Products" as defined in the License Agreement described in Section 2.02(c) to this Agreement ["Licensed Products"]). A schedule of known trademarks, patents and copyrights is attached hereto as Exhibit "A."

(e) All Bonny's rights with respect to pending customer orders as of the Closing Date or executory rights as of the Closing Date under contracts with customers, including but not limited to the orders and contracts attached hereto as Exhibit "B", as well as Bonny's rights with respect to fulfillment of pending orders from suppliers of finished goods purchased by Bonny for resale (collectively the "Assigned Contracts").

The assets described in this Section 1.01 shall be referred to in this Agreement as the "Assets."

Section 1.02 Purchase Price. The total purchase price to be paid by

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REEL: 002542 FRAME: 0011

Bradshaw to Bonny for the Assets shall be determined as follows:

(a) For the finished goods described in Section 1.01(a) and (b) which are not obsolete or slow moving, one hundred percent (100%) of their book value on the books and records of Bonny as of the Closing Date;

(b) For the finished goods described in Section 1.01(a) and (b) which are slow moving, seventy percent (70%) of their book value on the books and records of Bonny as of the Closing Date.

(c) For the finished goods converted from work in process described in Section 1.01(c) which are not slow moving, one hundred percent (100%) of their book value on the books and records of Bonny as of the date of their delivery to Bradshaw; and

(d) For the finished goods converted from work in process described in Section 1.01(c) which are obsolete or slow moving, seventy percent (70%) of their book value on the books and records of Bonny as of the Closing Date.

(e) For items described in Section 1.01(d) and (e), Three Hundred Fifty Thousand Dollars (\$350,000.00).

For purposes of this Section 1.02, obsolete and slow moving goods shall mean goods of a type which has experienced an average turnover of greater than eighteen (18) months based on Bonny's recent experience.

Section 1.03 Retained Assets. All Bonny's assets not described in Section 1.01(a) - (e) shall remain assets of Bonny and shall not be transferred to Bradshaw. Without limiting the generality of the foregoing, Bonny shall retain its cash, accounts receivables, equipment, corporate, business and employee records, real estate, as well as all patent, design and other proprietary rights with respect to the Licensed Products.

Section 1.04 Assumption of Liabilities. Bradshaw agrees to assume the following liabilities of Bonny: all obligations to be performed by Bonny on

or after the Closing Date under any of the Assigned Contracts (including but not limited to Bonny's payment obligations under contracts with suppliers for delivery of finished goods following the Closing Date) (the "Assumed Liabilities"). Other than the Assumed Liabilities expressly assumed in the preceding sentence, Bradshaw does not assume, and Bonny shall remain fully responsible for and shall pay or otherwise discharge, all other liabilities or obligations of Bonny (the "Retained Liabilities"). Cooper and Bonny will jointly and severally indemnify and hold Bradshaw, its officers, directors, shareholders and employees from and against all claims, losses, damages, liabilities and expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) incurred by Bradshaw in connection with the Retained Liabilities. Bradshaw will indemnify and hold Bonny and Cooper and their respective officers, directors, shareholders and employees harmless from and against all claims, losses, damages, liabilities, and expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) incurred by Bonny or Cooper in connection with the Assumed Liabilities.

ARTICLE II

THE CLOSING

Section 2.01 The Closing Date. The sale of the Assets shall take place at the offices of Bonny, at 10:00 a.m. on November 10, 1998 or at such other place and time as Bradshaw and Bonny may agree in writing; provided that upon consummation hereof, the transactions contemplated hereby shall be deemed to have been completed as of 10:00 a.m. on November 10, 1998. The date thereof and such event are herein referred to respectively as the "Closing Date" and the "Closing."

Section 2.02 Deliveries by Bonny at Closing. At the Closing, Bonny and Cooper shall deliver or cause to be delivered to Bradshaw the following:

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- (a) A duly executed copy of this Agreement;
- (b) A list of Bonny's customers including all customers who have ordered kitchenware products from Bonny within the last 12 months; and
- (c) A duly executed License Agreement substantially in the form attached hereto as Exhibit "D" (the "License Agreement").

Section 2.03 Deliveries by Bradshaw at Closing. At the Closing, Bradshaw shall deliver or cause to be delivered to Bonny the following:

- (a) A duly executed copy of this Agreement;
- (b) A bank cashiers check in the amount of \$350,000.00 plus \$1,141,793.00, which the parties have agreed as of the Closing Date to be their mutual best estimate of Bonny's book value of the finished goods described in Sections 1.01(a) and (b) ("Estimated Inventory Value"); and
- (c) A duly executed copy of the License Agreement.

Section 2.04 Post Closing Matters. (a) During the period from the Closing Date through January 31, 1999, as Bonny converts its work in process to finished goods it shall deliver the finished goods to Bradshaw at the Bonny warehouse in Washington, North Carolina. On or before the fifteenth (15th) day of December, January and February, Bradshaw shall deliver to Bonny a cashiers check in an amount equal to the book value of the finished goods delivered in the prior month.

(b) Within 7 days following the Closing Date, Bradshaw and Bonny will mutually determine Bonny's actual book value of the Finished Goods Assets described in Sections 1.01(a) and (b) as of the Closing Date based on an actual count and review of Bonny's books and records ("Final Inventory Value"). If the Bonny and Bradshaw are unable to agree on Final Inventory Value within such 7 day period, at the expiration of such period upon request of either party, Final Inventory Value shall be determined by a mutually agreeable independent certified public accountant located within 50 miles of

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Washington, North Carolina, whose review and determination shall be (i) confined to valuation of the particular items of inventory in dispute, (ii) completed within 30 days of submission, and (iii) final and binding on the parties. If the parties cannot agree on an independent certified public accountant to complete such review, the parties agree to have one appointed by the American Arbitration Association. Each of the parties agrees to bear 50% of the cost of any such determination by an independent certified public account. If Final Inventory Value exceeds Estimated Inventory Value, Bradshaw shall pay Bonny the amount of difference in immediately available funds within 5 days after determination of Final Inventory Value. If Final Inventory Value is less than Estimated Inventory Value, Bonny shall pay Bradshaw the amount of the difference in immediately available funds within 5 days after determination of Final Inventory Value.

(c) Following the Closing, Bradshaw and its attorneys shall prepare such assignments and other documentation as may be necessary to complete and perfect the transfer and assignment from Bradshaw to Bonny of any U.S., state and foreign patent or trademark registrations or applications included among the assets. Bonny shall cooperate with Bradshaw and its attorneys by promptly executing and delivering to Bradshaw any assignments, certifications or documentation reasonably necessary to complete and perfect such transfers and assignments. Bradshaw shall bear all costs and expenses of preparing, filing and recording any such transfer or assignment documents.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BONNY AND COOPER

Bonny and Cooper jointly and severally represent, warrant and covenant to Bradshaw as follows:

Section 3.01 Authority to Convey Assets. Bonny is a corporation duly organized, validly existing and in good standing under the laws of the State

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of New York, has full corporate authority and power to enter into this Agreement and to convey the Assets to Bradshaw. Bonny is duly qualified to engage in business in the State of North Carolina. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Bonny.

Section 3.02 No Violation. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will violate any provisions of the Articles of Incorporation or Bylaws of Bonny, or any judgment, order or decree of any court or governmental agency relating to Bonny or, except as described in Exhibit "E" attached hereto, result in a breach of any term or provisions of, or constitute a default, or an event which, with notice or lapse of time or both, would constitute a default, under any instrument or other agreement to which Bonny is a party and which violation, breach or default would materially and adversely affect the Assets or their value.

Section 3.03 Finished Goods. Bradshaw has had the opportunity to inspect the finished goods inventory described in Section 1.01(a) and understands that all finished goods are being conveyed hereunder "as is" without representation or warranty of any kind, express or implied, as to the condition of such finished goods. Except as described in Exhibit D, all finished goods delivered to Bradshaw are the property of Bonny and as of the Closing Date will be free and clear of any lien or encumbrance.

Section 3.04 Customer Contracts. To the extent of Cooper's and Bonny's knowledge, Bonny is not in default in any material respect under the Assigned Contracts and except as described on Exhibit "E", Bonny has the right to sell, assign and transfer its rights thereunder. The parties understand and acknowledge that Bonny's former customers may choose not to do business with Bradshaw, and that Bonny makes no express or implied warranty

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that any former customer of Bonny will continue to purchase kitchenware products from Bradshaw following the Closing. However, to the knowledge of Cooper and Bonny, except as described on Exhibit "F" Bonny has not received notice from any customer that such customer intends to cease doing business with Bonny or materially reduce the amount of business they are presently doing with Bonny.

Section 3.05 Compliance with the Law. Bonny is not in violation in any material respect of any applicable federal, state, or local statute, law, or regulation (including, without limitation, any applicable building, zoning, environmental protection, or other law, ordinance, or regulation) affecting the Assets.

Section 3.06 Litigation. To the best knowledge of Bonny and Cooper, there is no pending or threatened suit, action, arbitration or other proceeding against Bonny which if adversely resolved would materially and adversely affect the Assets or its right to transfer the Assets hereunder.

Section 3.07 Full Disclosure. No representation or warranty by Bonny contained in this Agreement or any certificate, Exhibit, agreement or instrument annexed to this Agreement or executed and delivered by Bonny pursuant hereto contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

Section 3.08 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE III, BONNY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS OR THE TRANSACTIONS CONTEMPLATED HEREIN. WITHOUT LIMITING THE FOREGOING, BONNY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE III, THE ASSETS ARE BEING CONVEYED TO BRADSHAW "AS IS, WHERE IS."

ARTICLE IV

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REPRESENTATIONS AND WARRANTIES OF BRADSHAW

Bradshaw represents, warrants and covenants to Bonny as follows:

Section 4.01 Authorization. Bradshaw is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full corporate authority and power to enter into this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Bradshaw.

Section 4.02 No Violation. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will violate any provision of the Articles of Incorporation or Bylaws of Bradshaw, or any judgment, order or decree of any court or governmental agency relating to Bradshaw, or result in the breach of or default under any instrument or agreement to which Bradshaw is a party.

ARTICLE V

BONNY'S COVENANTS

Bonny covenants and agrees as follows:

Section 5.01 Customer Letters. Upon the execution of this Agreement, Bonny will execute letters to each of its customers as set forth on the list of customers delivered to Bradshaw at the Closing notifying each of them of this transaction, and reasonably cooperate with Bradshaw to transfer the customer relationship to Bradshaw.

Section 5.02 Use of Bonny's Name. Upon the execution of this Agreement, Bonny will cease its marketing operations and the use of its trade names except as may be necessary to wind up its business, collect its accounts receivable and assure compliance with its responsibilities hereunder.

Section 5.03 Non-Competition Agreement. In connection with the sale to Bradshaw of the Assets, Bonny agrees that for a period of three (3) years

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from and after the Closing Date, it will not, either directly or indirectly, carry on, own, manage, operate, control, participate in the ownership, management or operation or control of any business or venture which markets in the United States kitchenware products of the kind sold by Bonny immediately prior to the Closing Date. Bonny agrees that the remedy at law for any breach of this Section 5.03 will be inadequate and that Bradshaw shall be entitled, in addition to such other remedies it may have, to injunctive relief for a breach or threatened breach hereof without proof of any actual damages that may have been or may be caused to Bradshaw by such breach.

Section 5.04 Survival of Representations and Warranties and Indemnification. All representations and warranties of Bonny and Cooper contained in this Agreement shall survive the consummation of the transactions contemplated by this Agreement and any investigation made by or on behalf of Bradshaw for a period of one year from the Closing Date. Bonny and Cooper shall jointly and severally indemnify and hold Bradshaw and its officers, directors and employees harmless from and against all claims, losses, damages, liabilities and expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) asserted against, imposed upon or incurred by Bradshaw or its officers, directors or employees in connection with or as a result of any misrepresentation or breach of any of the representations and warranties made by Bonny or Cooper herein or the breach of any covenant, agreement or obligation of Bonny or Cooper contained herein. Bradshaw shall give Bonny and Cooper prompt written notice if any liability or claim is asserted against Bradshaw which is subject to indemnification under this Section and Bonny and Cooper shall have the right to undertake the defense thereof by representatives of its own choosing reasonably satisfactory to Bradshaw. In the event Bonny or Cooper, within thirty days

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REEL: 002542 FRAME: 0019

after such notice or such shorter time as may be reasonable under the circumstances, fail to undertake to so defend, Bradshaw shall have the right to undertake the defense, compromise or settlement of such liability or claim on behalf of and for the account of Bonny and Cooper. The aggregate joint liability of Bonny and Cooper hereunder shall not in any case exceed the purchase price actually paid pursuant to Section 1.02.

Section 5.05 Warehouse. In consideration of the payment to be made by Bradshaw under Section 6.01 Bonny will provide Bradshaw with warehousing of the Assets in its North Carolina facility for the period beginning on the Closing Date and continuing through December 31, 1998. Bonny will exercise reasonable care consistent with its past practices with respect to Bonny's own inventory stored in such warehouse, to secure the goods warehoused on behalf of Bradshaw. Bradshaw agrees, however, that it will be responsible for insuring the Assets and will bear the risk of any loss, damage or destruction to such warehoused goods due to any reasons other than Bonny's failure to exercise the care required pursuant to the preceding sentence.

ARTICLE VI

BRADSHAW'S COVENANTS

Bradshaw covenants and agrees as follows:

Section 6.01 Warehouse. For the period from the Closing Date through January 31, 1999, Bradshaw will pay to Bonny Ten Thousand Dollars (\$10,000.00) per month for its use of Bonny's North Carolina warehouse facility plus a proportionate share of Bonny's warehousing expenses (including utilities), prorated based upon the square feet of space in the warehouse portion of Bonny's facility relative to the total square footage of Bonny's facility. Bradshaw shall also reimburse Bonny for all expenses of Bonny's warehouse personnel. Said amounts shall be payable on or before November 15, 1998, December 15, 1998, and January 15, 1999.

Section 6.02 Mike Chapman. For the period from the Closing Date

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through December 31, 1999 Bradshaw will reimburse Bonny for fifty percent (50%) of Mike Chapman's actual base salary of \$10,000 per month earned during the period. Bonny will use its reasonable best efforts (but without incurring any additional monetary obligations) to ensure that Mr. Chapman will assist in facilitating a smooth transition of Bonny customer relationships to Bradshaw. The reimbursement shall be payable on November 15, 1998, and December 15, 1998.

Section 6.03 Accounts Receivable. While Bonny shall retain all of its accounts receivable arising prior to the Closing Date, Bradshaw shall provide reasonable cooperation to Bonny in collecting Bonny's accounts receivable, and shall promptly remit to Bonny any payments received by Bradshaw which indicate in any manner that such payment is being tendered with respect to a Bonny account receivable.

Section 6.04 Assumed Liabilities. Bradshaw shall pay, perform or otherwise discharge according to their respective terms, all of the Assumed Liabilities.

Section 6.05 Classic Housewares Distributorship. Bradshaw will grant to Classic Housewares, Ltd. a Cooper subsidiary, an exclusive right to distribute the Bonny line of kitchenware products in the United Kingdom upon the terms satisfactory to Bradshaw and Cooper.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Entire Agreement; Modification; Waiver. This Agreement and the License Agreement constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not

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similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 7.02 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective heirs, legal representatives, successors, and assigns, including without limitation, any lender to Bradshaw who succeeds to Bradshaw's interests hereunder by virtue of Bradshaw's collateral assignment of Bradshaw's rights hereunder.

Section 7.03 Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Section 7.04 Notices. All notices, requests, demands, payments and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Bradshaw: Bradshaw International, Inc.
9409 Buffalo Avenue
Rancho Cucamonga, CA 91730

To Bonny: Bonny Products, Inc.
c/o Frederick Cooper plc
The Courtyard, Warwick Road
Solihull, West Midlands B91 3DA
England
Attn: Finance Director

To Cooper: Frederick Cooper, plc
The Courtyard Warwick Road
Solihull, West Midlands B91 3DA
England
Attn: Finance Director

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With a copy to:

Smith, Gambrell & Russell, LLP
Suite 3100, Promenade II
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Attn: William L. Meyer, Esq.

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

Section 7.05 Arbitration.

(a) In the event that a dispute arises in connection with the terms of this Agreement, such dispute shall be resolved by arbitration pursuant to this paragraph. Any party may invoke this provision by written notice to the other party as provided for herein, and upon receipt of such notice the parties agree to proceed diligently to complete such arbitration and to be bound by the decision of the Arbitrator.

(b) Any arbitration pursuant to this paragraph shall take place in Raleigh, North Carolina, and shall be conducted in accordance with the rules of the American Arbitration Association (the "AAA") before one arbitrator who shall be experienced in complex business arbitration selected by mutual agreement of the parties. Should the parties fail to agree on the identity of such arbitrator within twenty-one calendar days of the delivery of a request for arbitration pursuant to this paragraph, the party initiating arbitration shall submit the appointment of the sole arbitrator to the AAA, requesting an arbitrator with significant complex business litigation experience, whose appointment shall be final and binding on the parties hereto.

Section 7.06 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina.

Section 7.07 Severability. In the event that any provisions of this Agreement or any part of any provision shall finally be determined to be

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unenforceable or unlawful, such provision or part shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

Section 7.08 Knowledge of Cooper and Bonny. In each provision of this Agreement referring to the "knowledge" or "best knowledge" of Cooper or Bonny, or words of similar import, such knowledge shall refer to (i) in the case of Cooper, the actual knowledge of each member of Cooper's board of directors and (ii) in the case of Bonny, the actual knowledge of Nicolas Keegan, Michael Chapman, David Wakely or Chris Jenkins.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

BRADSHAW INTERNATIONAL, INC.

By: Michael Rodrigue
Michael Rodrigue, President

BONNY PRODUCTS, INC.

By: _____

FREDERICK COOPER plc

By: _____
Nicholas F. Keegan, Finance Director

10.NOV.1998 19:22
11/10/98 08:31

FREDERICK COOPER FARMER & RIDLEY
213 833 7812

NO.185 P.1

unenforceable or unlawful, such provision or part shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

Section 7.08 Knowledge of Cooper and Bonny. In each provision of this Agreement referring to the "knowledge" or "best knowledge" of Cooper or Bonny, or words of similar import, such knowledge shall refer to (i) in the case of Cooper, the actual knowledge of each member of Cooper's board of directors and (ii) in the case of Bonny, the actual knowledge of Nicolas Kaegan, Michael Chapman, David Wakely or Chris Jenkins.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

BRANDON INTERNATIONAL, INC.

By: _____
Michael Rodriguez, President

BONNY PRODUCTS, INC.

By: NM Kaegan _____
Director

FREDERICK COOPER plc

By: NM Kaegan _____
Nicholas F. Kaegan, Finance Director

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11/09/98 MON 19:23 FAX 404 815 3509

FARMER & RIDLEY
SMITH, GAMBRELL & RUSSELL

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EXHIBIT A

Schedule of Copyrights, Trademarks and Patents

See attached May 14, 1998 report from Bonny's counsel. Bonny makes no warranty as to the completeness or accuracy of the report, the registration status of any of the items included therein or the absence of infringement in any of the jurisdictions described in the report.

4.NOV.1998 19:14

FREDERICK COOPER PLC

NO.990 P.29

Petrole & Edmonds LLP

May 14, 1998
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TRADEMARK REPORT

AMERICAN PIE AND DESIGN

UNITED STATES

Owner: BONNY PRODUCTS, INC.
Reg No: 1,909,088
App No: 74/439012

ALGUST 01, 1985
SEPTEMBER 22, 1993

RENEWAL DUE:
SEC. 8 &/OR 15:

AUGUST 01, 2005
AUGUST 01, 2001
Ref: 008208-0011-888

REGISTERED

Classes: 8, 9, 21

8 CUTLERY AND OTHER UTENSILS: KNIFE, FORK, SPOON, NON-ELECTRIC FRUIT AND VEGETABLE PEELER, BENDER, TONG, GRATER, HAND-OPERATED VEGETABLE SHREDDER, CAN PUNCHER, WIRE CHEESE SLICER, BUTTER PLATE, NON-ELECTRIC CAN OPENER, SHARPENING STONE, PASTRY BEATER, PASTRY AND DOUGH SCRAPER, SPATULA, KNIFE, BROWNER AND EGG SLICER

9 MEASURING CUPS; MEASURING SPOONS; CANNY THERMOMETERS; MEAT THERMOMETERS; REFRIGERATOR THERMOMETERS

21 HOUSEHOLD UTENSILS: NAMELY, SPATULAS, TURNERS, BASTING SPOONS, STRAINER SPOONS, LADLES, SPOONS, SLATED SPOONS, LADLES, WHISK, STAINERS, WASHERS, SPACER, RACKS, FOR HANDLING UTENSILS, COLANDRINE, SCOOPS, CLIPS FOR CLOSING SNACK BAGS, NON-ELECTRIC FOOD BLENDING, PASTRY BROWNER, POT AND PAN SCRAPER, BOTTLE AND JAR OPENERS, DISPENSER PAPER TOWELS AND PET FOOD CONTAINER COVERS

BAKER'S HELPER

UNITED STATES

Owner: BONNY PRODUCTS, INC.
Reg No: 1,212,881

OCTOBER 19, 1982

RENEWAL DUE:
SEC. 8 &/OR 15:

OCTOBER 19, 2002
OCTOBER 19, 1988
Ref: 008208-0010-888

REGISTERED

Classes: 9

9 KITCHEN UTENSILS: NAMELY, SPATULAS, BATTERS IN THE NATURE OF SPOONS, BROWNERS, FORKS, SPOONS AND LADLES

BONNY

UNITED STATES

Owner: BONNY PRODUCTS, INC.
Reg No: 866,485
App No: 72/422888

AUGUST 07, 1973
APRIL 25, 1972

RENEWAL DUE:

AUGUST 07, 2003

REGISTERED

Ref: 008208-0007-888

Classes: 8

8 HOUSEHOLD-NAMELY, ICE CREAM SCOOP, FOOD SCOOPS, SERVING SPOONS AND FORKS, CAN OPENERS, BOTTLE OPENERS, CONDENSED CAN AND BOTTLE OPENERS, VEGETABLE PEELER, KNIVES AND EATING UTENSILS, NAMELY, TONGS, FORKS AND SPOONS

BONNY

UNITED STATES

Owner: BONNY PRODUCTS, INC.
Reg No: 886,703

OCTOBER 29, 1974

RENEWAL DUE:

OCTOBER 29, 1994

ABANDONED

Ref: 008208-0008-888

Classes: 8

8 BOTTLE CAP SLIDERS AND CAN CLOSURES FABRICATED PRINCIPALLY OF METAL

4.NOV.1998 13115 FREDERICK COOPER PLC

NO.998 P.38

Pennit & Edwards LLP

May 14, 1998
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TRADEMARK REPORT

BONNY

UNITED STATES

Owner: BONNY PRODUCTS, INC.

Reg No: 1,976,111
App No: 74/626089

MAY 28, 1996
JANUARY 28, 1998

RENEWAL DUE:
SEC. 8 & OR 15:

MAY 28, 2006
MAY 28, 2002

REGISTERED

Ref: 008208-0015-888

Classes: 8, 9, 20, 21

8 NON-ELECTRIC OR HAND-OPERATED CUTLERY AND KITCHEN UTENSILS, NAMELY FORKS, SPOONS, FRUIT PEELERS, SCORERS, TORKS, BRATERS, VEGETABLE SHREDDERS, CAN PLUCKERS, WIRE CHEESE SLICERS, CHEESE PLATES, CAN OPENERS, KNIFE SHARPENERS, PARING KNIVES, PASTRY AND BOUND GRINDERS, SPATULA KNIVES, EGG SLICERS, LOBSTER CRACKERS, NOT OF PRECIOUS METAL, SHAMP COVERS, LOBSTER AND CRAB PINS NOT OF PRECIOUS METAL, SLAM KNIVES, NOT CRACKERS NOT OF PRECIOUS METAL, SPOONS, TABLESPOONS, TEASPOONS, SOUP SPOONS, DINNER FORKS, SALAD FORKS, KNIVES, HAND DRESSING KNIVES, FISH SPOON FORKS, TOMATO SLICERS, APPLE WEDGERS, PIZZA CUTTERS, VEGETABLE DROPPERS, MEAT TENDERIZERS IN THE NATURE OF MEAT MALLETS, ICE-TEA SPOONS, PICKLE/LIVE FORK, GRAPEFRUIT SPOON, STRAWBERRY MULLER, MEATBALLERS, COOKIE AND PASTRY CUTTERS, VEGETABLE PEELERS, PARERS AND CORERS, CHEESE CUTTERS, CHOPSTICK, AND PINE NUT COMPRESSOR INTERLOCKING KNIFE, FORK AND SPOON

9 MEASURING CUPS; MEASURING SPOONS; CANDY THERMOMETERS; REFRIGERATOR THERMOMETERS; POULTRY TIMERS; WALL THERMOMETERS; MICROWAVE THERMOMETERS; MEAT THERMOMETERS; OVEN THERMOMETERS; COFFEE MEASURER; BAMBROCK HEATER; MECHANICAL TIMERS IN VARIOUS DECORATIVE FORMS; ELECTRONIC TIMERS

20 PLASTIC WICKS; PLASTIC LOBSTER BINS AND NON-METAL PLATE HANGERS

21 HOUSEHOLD UTENSILS, NAMELY, SPATULAS, TURNERS, SWIMMERS, BASTING SPOONS, STRAINER SPOONS, MIXING SPOONS, SLOTTED SPOONS, LADLES, WHIPS IN THE NATURE OF SMALL WICKS, STRAINERS, MASHERS, SPAGHETTI SERVERS, KITCHEN WALL RACKS FOR HANDING UTENSILS, COLANDERS, SCOOPS, NON-ELECTRIC DOUGH BLENDERS, PASTRY BENDER, PUNDRER, SCRAPER, NON-ELECTRIC BOTTLE AND JAR OPENERS, PAPER TOWEL HOLDERS, PET FOOD CONTAINER COVERS, ROLLING PIN, BAKING CUP, BASTERS, POULTRY LIFTERS, POULTRY LAGERS, FISH GRILLER, HONEY SERVERS, TEAKILLS NOT OF PRECIOUS METAL, TEA INFUSER SPOONS, NOT OF PRECIOUS METAL, NON-ELECTRIC PEPPER MILLS, SOUP HOLDING AND BROWNER, VEGETABLE BRUSHER, SPLATTER GUARDS, STEAMER BASKETS, POT STANDS, PLASTIC BOASTERS, NON-METAL CLIPS FOR CLOSING BARS, SPOON RESTS, EGG SEPARATORS, COFFEE FILTERS MADE OF PLASTIC AND WIRE MESH, NON-ELECTRIC JUICERS, CORNCRUSHERS, CUTTING BOARDS, AND BAKING PRESS

BONNYWARE

UNITED STATES

Owner: BONNY PRODUCTS, INC.

Reg No: 974,981

DECEMBER 18, 1973

RENEWAL DUE:

DECEMBER 18, 1993

ABANDONED

Ref: 008388-0088-888

Classes: 8

8 STAINLESS STEEL TABLEWARE AND BARWARE, NAMELY, DINNER KNIVES, DINNER FORKS, SOUP SPOONS, TEASPOONS, COCKTAIL MIXING SPOONS, COCKTAIL FORK, AND BAR UTILITY KNIFE

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NO. 998 P. 31

Parsons & Edmonds LLP

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TRADEMARK REPORT

CHEF'S HAT DESIGN

UNITED STATES

Owner: BONNY PRODUCTS, INC.

Reg No: 1,952,999

App No: 74/825078

JANUARY 30, 1986

JANUARY 29, 1985

RENEWAL DUE:

SEC. 8 &/OR 15:

JANUARY 30, 2006

JANUARY 30, 2002

REGISTERED

Ref: 005229-0014-000

Classes: 8, 9, 20, 21

8 NON-ELECTRIC OR HAND-OPERATED CUTLERY AND KITCHEN UTENSILS, NAMELY, FORKS, SPOONS, FRUIT PEELERS, SCISSORS, TONGS, GRATERS, VEGETABLE SHREDDERS, CAN PUNCHER, WIRE CHEESE SLICERS, CHISEL PLANES, CAN OPENERS, KNIFE SHARPENERS, PAPER KNIVES, PASTRY AND DOUGH KNIPPERS, SPATULA KNIVES, EGG SLANERS, LOCKING CRACKERS NOT OF PRECIOUS METAL, BUNNY KNIVES, LIDDER AND CRAB PICKER NOT OF PRECIOUS METAL, OLIVE KNIVES, NUT CRACKERS NOT OF PRECIOUS METAL, SCREWDRIVERS, TABLESPOONS, TEASPOONS, SOUP SPOONS, BEANER FORKS, SALAD FORKS, KNIVES, HORS D'OEUVRE KNIVES, HORS D'OEUVRE FORKS, TOMATO SLICERS, APPLE PEELERS, PIZZA CUTTERS, VEGETABLE CHOPPERS, MEAT TENDERIZERS IN THE NATURE OF MEAT MALLETS, ICE TEA SPOONS, PICKLEBUVE FORKS, GRAPEFRUIT SPOONS, STRAWBERRY HOLLERS, MEATBALLERS, COOKE AND PASTRY CUTTERS, VEGETABLE PEELERS, PARSERS AND CORERS, CHEESE CUTTERS, CACKSTICKS, AND MEANS SETS COMPRISING INTERLOCKING KNIFE, FORK AND SPOON

9 MEASURING CUPS, MEASURING SPOONS, CANDY THERMOMETERS, REFRIGERATOR THERMOMETERS, POULTRY THERM, WALL THERMOMETERS, MONOWAY THERMOMETERS, MEAT THERMOMETERS, OVEN THERMOMETERS, COPPER MEASURER, MECHANICAL TIMERS IN VARIOUS DECORATIVE FORMS AND ELECTRONIC TIMERS

20 PLASTIC HOOKS, PLASTIC LIDDER BINS, AND NON-METAL PLATE HANGERS

21 HOUSEHOLD UTENSILS, NAMELY, SPATULAS, TURNERS, SCUMMERS, BASTING SPOONS, STRAINER SPOONS, NICKLE SPOONS, GLOTTED SPOONS, LADLES, WHIPS IN THE NATURE OF SMALL WHISKS, STRAINERS, MASHERS, SPAGHETTI SERVERS, KITCHEN WALL HOOKS FOR HANGING UTENSILS, COLANDERS, SCOOPS, NON-ELECTRIC SMUSH BLENDERS, PASTRY BRUSHES, FLANERS, SCRAPERS, NON-ELECTRIC BOTTLE AND JAR OPENERS, PAPER TOWEL HOLDERS, PET FOOD CONTAINER COVERS, ROLLING PINS, BAKING CUP, BASTERS, POULTRY LIFTERS, POULTRY LACERS, FISH GRILLS, HONEY SERVERS, TEABALLS NOT OF PRECIOUS METAL, TEA SAUNDER SPOONS NOT OF PRECIOUS METAL, NON-ELECTRIC POPPER MILLS, CORN HOLDERS AND SKIMMERS, VEGETABLE BRUSHES, SPATTER GUARDS, STEAMER BASKETS, PET STANDS, PLASTIC COASTERS, NON-METAL CLIPS FOR CLOSING BARS, SPOON RESTS, TEG SEPARATORS, COFFEE FILTERS MADE OF PLASTIC AND WIRE MESH, NON-ELECTRIC JUICERS, CORESCREWS, CUTTING BOARDS, AND BAKIC PRESSSES

WOOD ACCENTS COLLECTION

UNITED STATES

Owner: BONNY PRODUCTS, INC.

PENDING APP.

App No: 75/406555

DECEMBER 17, 1997

Ref: 005208-0013-000

Classes: 8, 21

8 CHOPPERS, CUTTERS, DOUGH AND PASTRY BLENDERS, GRATERS, KNIVES, NON-ELECTRIC CAN OPENERS, PEELERS, PLANES, PUNCHES, SLICERS

21 BASTERS, BASTING BRUSHES, FORKS, LADLES, MASHERS, SCOOPS, STRAINERS, SPATULAS, SPATTER GUARDS, SPOONS, TURNERS, WHIPS

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Penn & Edmonds LLP

May 14, 1998

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TRADEMARK REPORT

BONNY

URUGUAY

Owner: BONNY PRODUCTS, INC.

Reg No: 286.293

App No: 286.293

APRIL 07, 1995

NOVEMBER 01, 1993

RENEWAL DUE:

APRIL 07, 2005

REGISTERED

Ref: 004289-0007-040

Classes: 8

8 HOUSEWARES AND KITCHEN UTENSILS NAMELY ICE CREAM SCOOPS, FOOD SCOOPS, SERVING SPOONS AND FORKS, CAN OPENERS, BOTTLE OPENERS, CONDENSED CAN AND BOTTLE OPENERS, VEGETABLE PEELERS, KNIVES AND EATING UTENSILS, NAMELY KNIVES, FORKS AND SPOONS

BONNY

VENEZUELA

Owner: BONNY PRODUCTS, INC.

App No: 16,054-93

Publication Date:

SEPTEMBER 01, 1993

JANUARY 05, 1996

PUBLISHED

Ref: 004289-0007-025

Classes: 8

8 HOUSEWARES AND KITCHEN UTENSILS NAMELY ICE CREAM SCOOPS, FOOD SCOOPS, SERVING SPOONS AND FORKS, CAN OPENERS, BOTTLE OPENERS, CONDENSED CAN AND BOTTLE OPENERS, VEGETABLE PEELERS, KNIVES, EATING UTENSILS, NAMELY KNIVES, FORKS AND SPOONS