

11-12-2002

Form PTO-1594

(Rev. 10/02)

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102277754

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

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

## 1. Name of conveying party(ies):

Kraft Foods North America, Inc.  
Kraft Foods Holdings, Inc.

10-31-02

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☒ Other Delaware Corp.

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 12/07/2001

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

Name: Farley's &amp; Sathers Candy Co., Inc.

Internal  
Address:

Street Address: One Sather Plaza

City: Round Lake State: MN Zip: 56351

- ☐ 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) 1903690,  
1710259Additional number(s) attached ☐ Yes ☒ No

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

Name: Paul Lester, Esq.

Internal Address:

Fieldstone Lester Shear &amp; Denberg, LLP

Street Address: 201 Alhambra Circle

Suite 601

City: Miami State: FL Zip: 33134

## 6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Alexander E. Barthet, Esq.

Name of Person Signing

Signature

10/31/02

Date

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

8

11/12/2002 6TON11 00000017 1903690

01 FC:8521  
02 FC:852240.00 OP  
25.00 IP

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

TRADEMARK  
REEL: 2614 FRAME: 0776

**ASSET PURCHASE AGREEMENT**

dated as of

December 7, 2001

among

**KRAFT FOODS NORTH AMERICA, INC.,**

**KRAFT FOODS HOLDINGS, INC.**

and

**FS ACQUISITION CORP.**

# ASSET PURCHASE AGREEMENT

AGREEMENT dated as of December 7, 2001 among Kraft Foods North America, Inc., a Delaware corporation ("**Seller**") Kraft Foods Holdings, Inc., a Delaware corporation ("**Kraft Foods Holdings**"), and FS Acquisition Corp., a Delaware corporation ("**Buyer**").

## WITNESSETH:

WHEREAS, Buyer desires to purchase the Purchased Assets (as defined below) and to assume the Assumed Liabilities (as defined below) from Seller, and Seller desires to sell the Purchased Assets and transfer the Assumed Liabilities to Buyer, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* (a) The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, "**control**" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Business**" means (1) the manufacture and sale of Farley's brand, private label and store brand candy (other than fruit snacks products and caramels), (2) the manufacture and sale of Dae Julie brand candy, and (3) the rebagging and sale of candies and snacks under the Sathers brand, in each case as conducted by Seller.

"**Business Day**" means a day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York or Chicago, Illinois are not required to be open.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended on or prior to the Closing Date, and any rules or regulations promulgated thereunder.

(NY) 11925/006/APA/1207.Catterton.APA.doc

<u>Term</u>	<u>Section</u>
FDA Act	3.07
File Plan	7.02
Final Purchase Price	2.06
Hazardous Substance	3.15
Indemnified Party	11.03
Indemnifying Party	11.03
Inventory	2.01
Intellectual Property Rights	2.01
IRS	9.01
Management Services Agreement	2.07
Offered Employees	9.02
Permitted Liens	3.12
Pittson Employees	9.02
Post-Closing Invoices	7.09
Potential Contributor	11.06
Purchased Assets	2.01
Real Property	3.12
Records	7.02
Required Consents	3.05
Seller Retirement Plan	9.05
Seller Trademarks	7.08
Services Agreement	2.07
Supply Agreements	2.07
Third Party Claim	11.03
Trademark License Agreement	2.07
Transferred Employees	9.02
WARN Act	7.07
Warranty Breach	11.02

## ARTICLE 2 PURCHASE AND SALE

Section 2.01. *Purchase and Sale.* Upon the terms and subject to the conditions of this Agreement, Buyer and Kraft Foods Holdings each agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered to Buyer at the Closing, free and clear of all Liens, other than Permitted Liens, all of Seller's and Kraft Foods Holdings' right, title and interest in, to and under all of the following assets as the same shall exist on the Closing Date, in each case except to the extent described in any of clauses (a) through (h) of Section 2.02 (collectively, the "Purchased Assets"):

(a) the real property and leases of, and other interests in, real property, in each case together with all buildings, fixtures and improvements erected thereon, listed on Section 3.12 to the Disclosure Schedule;

(b) all of the manufacturing, processing and packaging equipment (including any spare parts therefor) and other personal property located at the Plants;

(c) all of the owned vehicles listed on Schedule 2.01(c);

(d) all raw materials, packaging materials, work-in-process, finished goods, wrapping, supply and packaging items and similar items and other inventories located at the Plants or, to the extent owned, used or held for use by Seller or Kraft Foods Holdings exclusively in the conduct of the Business in the ordinary course, at warehouses, co-packer facilities or other locations (collectively, the "Inventory");

(e) all rights under all contracts, agreements, understandings, leases, licenses, commitments, sales and purchase orders and other instruments, whether written or oral, in each case to the extent owned, held or used exclusively in the conduct of the Business in the ordinary course, including the items listed on Section 3.09 to the Disclosure Schedule (collectively, the "Contracts");

(f) all Technical Information relating to the manufacture or re-bagging of candies at the Plants that is commercialized at the Plants as of the Closing Date;

(g) all trademarks, service marks, logos, corporate names, trade names, trade dress, copyrights and internet domain names, including all registrations for, and applications for registration of, any of the foregoing, and any goodwill associated therewith, in each case to the extent owned, held or used exclusively in the conduct of Business in the ordinary course, and subject to a sole, exclusive, worldwide royalty-free right and license of Seller and an Affiliate of Seller to use certain trademarks for a term of three (3) years as set forth in the Trademark License Agreement (collectively, the "Intellectual Property Rights");

(h) all transferable Permits;

(i) the Farley's "fruit-snack" trademarks set forth on Schedule 2.01(i);  
and

(j) all books, records, files and papers at the Plants and, for calendar year 2001, a listing of the customers of the Business, whether in hard copy or computer format, excluding all books of account, financial records, tax returns, files and related work papers, all documents prepared in connection with the transactions contemplated by the Transaction Documents and all minute books

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

KRAFT FOODS NORTH AMERICA, INC.

By: William J. Eichar  
Name: William J. Eichar  
Title: Vice President, Mergers & Acquisitions

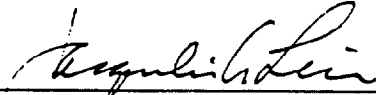
FS ACQUISITION CORP.

By: Craig Sakin  
Name: Craig Sakin  
Title: President

[Signatures continued from prior page]

**KRAFT FOODS HOLDINGS, INC.**

By:



Name: Jacqueline A. Leimer

Title: Assistant Secretary

## Schedule 2.01(i)

## Farley's Fruit Snack Trademarks

COUNTRY	TRADEMARK	REG. NO.	REG. DATE
CANADA	FARLEY'S SCARY FRUIT SNACKS & DESIGN	425233	March 18, 1994
CANADA	FRUIT SNACK FARLEY	472868	March 18, 1997
MEXICO	FARLEY'S SCARY FRUIT SNACKS & DESIGN	437968	July 23, 1993 Expires November 22, 2001 (Renewal instructed)
UNITED STATES OF AMERICA	FARLEY'S FRUIT SNACKS	1903690	July 4, 1995
UNITED STATES OF AMERICA	FARLEY'S SCARY FRUIT SNACKS (AND DESIGN)	1710259	August 25, 1992