

02-26-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

Resubm

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

1. Name of conveying party(ies):

Foresight Partners, LLC
209 Main Street
Boise, ID 83702

- Individual(s)
- General Partnership
- Corporation-State
- Other Idaho Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 09/01/2002

2. Name and address of receiving party(ies)

Name: All Kitchens, Inc.
Internal Address: _____
Address: _____

Street Address: 203 Main Street
City: Boise State: ID Zip: 83702

- 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

OFFICE OF PATT. & TRADEMARKS
FINANCE SECTION
2002 OCT 22 AM 11:20

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

A. Trademark Application No.(s) 76/014,367
(See Attachment A for additional Applications)

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Robert L. Brewer
Internal Address: AmSouth Center

Street Address: 315 Deaderick Street, Suite 2700

City: Nashville State: TN Zip: 37238-3001

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

10/29/2002 DBYRNE 00000156 76014367

01 FC:8521
02 FC:8522

D. Scott Holley
Name of Person Signing

40.00 OP
100.00 OP

D. Scott Holley
Signature

October 18, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 002678 FRAME: 0052

ATTACHMENT A

Pending Service Mark or Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
COCINA VALORE	76/231,547	March 27, 2001
FULCRUM POINT	76/393,304	April 8, 2002
FULCRUM POINT (& Design)	76/412,279	May 28, 2002
IMITATION BACON BITS (& Design)	76/412,280	May 28, 2002

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION
OF SPECIFIED LIABILITIES**

As part of the dissolution of Foresight Partners, L.L.C., an Idaho limited liability company (the "Company") and distribution of the Company's assets to its Members, the Company does hereby distribute, assign, transfer and convey to All Kitchens, Inc., a Delaware corporation ("All Kitchens"), the following assets:

1. All accounts receivable of the Company from vendors related to All Kitchens customers.

2. All accounts receivable of the Company from vendors for trip points, bonus points, marketing funds and similar programs and funds for All Kitchens customers.

3. All prepaid expenses and related policies for executive life insurance, disability insurance and automobile insurance.

4. All "All Kitchens" labels.

5. All plates for All Kitchens labels.

6. A perpetual, non-exclusive royalty-free license for the following software:

- MASS Proprietary Software
- PO Software
- Notes Application Software

7. All right, title and interest of the Company in and to the following trademarks, tradenames and copyrights and all goodwill of the Company associated therewith and any and all registrations or applications for registration thereof:

- Tutte le Cucina
- Sawtooth Coffee
- Cocina Valore
- Fulcrum Point
- Fulcrum Point (design)
- Splotch (design)
- GourMates
- Salt (design)
- Pepper (design)
- Sugar (design)
- Imitation Bacon Bits (design)

The conveyance of the GourMates and Splotch trademarks is subject to a non-exclusive royalty-free limited license granted to Federated Foodservice, Inc., to use such marks in connection with the purchase, sale and distribution of products bearing the Foresight label until the existing Foresight label supply held by Mark Lynn Foods is depleted.

8. A perpetual, non-exclusive, royalty-free license to use the Turnkey name and copyright.

9. All computer equipment owned by the Company other than the computer equipment identified on Exhibit A attached hereto and incorporated herein by reference.

10. All other equipment, furniture, fixtures and supplies owned by the Company.

11. The leasehold interest in all equipment leased by the Company and shown on Exhibit B attached hereto and incorporated herein by reference.

12. All ownership interest of the Company in IPAP LLC, all remaining IPAP distributions based on 2001 IPAP sales to All Kitchens customers which will be paid by IPAP after September 1, 2002, and all IPAP distributions based on IPAP sales to All Kitchens customers during the period from January 1, 2002 through August 31, 2002 which will be paid by IPAP in 2003.

13. All rights of the Company under the contract with Ritz Carlton Amelia Island for the function in January 2003.

14. All rights of the Company under the contract with Hyatt Kansas City for the function in June 2004.

The distribution, assignment and conveyance of the foregoing assets and property is made without warranty of any type or kind and without recourse as to collectability. The distribution, assignment and conveyance hereunder is made WHERE IS, AS IS AND WITH ALL FAULTS.

The Company agrees from time to time upon request by All Kitchens to execute such additional documents and take such additional actions as may be reasonably requested by All Kitchens to evidence or effect the conveyances hereunder.

As part of the dissolution of Foresight, All Kitchens hereby assumes and agrees to pay the following Foresight liabilities (the "All Kitchen's Assumed Liabilities").:

1. Distributor and volume rebates payable to All Kitchens customers, including without limitation payments due to All Kitchens customers in September 2002 for receipts from vendors in August 2002. All Kitchens agrees to pay the IMA Rebates

Payable in the approximate amount of \$832,809.88 less any applicable fees by the issuance of cashier's checks on or before September 15, 2002, payable to the IMA members for such rebates. The Federated representative in Boise, Idaho shall be entitled to inspect and confirm the mailing of the cashier's checks to IMA members on or before September 15, 2002.

2. Other distributor payables for bonus points, trip points, marketing funds and accruals and other payables as shown in the All Kitchens column on Exhibit C

3. All obligations of the Company under the equipment leases shown on Exhibit B.

4. All obligations of the Company under the contract with Ritz Carlton Amelia Island for the function in January 2003.

5. All obligations of the Company under the contract with Hyatt Kansas City for the function in June 2004.

All Kitchens agrees to pay and perform the All Kitchens Assumed Liabilities in accordance with the terms thereof and to indemnify and hold Foresight, Federated Foodservice, Inc. and National Brand Sales Corporation harmless from any and all claims, causes of action, demands, liabilities or costs arising out of or in any way relating to the All Kitchens Assumed Liabilities.

This 1st day of September, 2002.

FORESIGHT PARTNERS, L.L.C.

By: Patrick B. Hauer
Title: President

ALL KITCHENS, INC.

By: [Signature]
Title: _____

Ada\All Kitchens\Bill of Sale on Dissolution-All Kitchens-4
10/7/02 8:10 AM