

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
Summit Commercial/Gibraltar Corp.

Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation-State of New York  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Celentano Food Products, Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 170 French Road  
City: Buffalo State: NY Zip: 14227

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                    Change of Name  
 Other Release of Security Interest

Execution Date: March 21, 2000

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 773290  
1069900  
1796030  
1164260  
2248112

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John Kelepurovski, Jr., Esq.  
Internal Address: Hiscock & Barclay, LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 221 South Warren Street  
\_\_\_\_\_  
City: Syracuse State: NY Zip: 13202

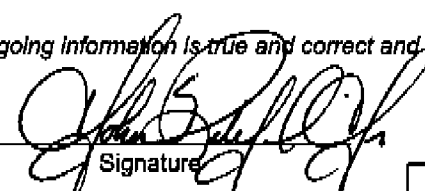
6. Total number of applications and registrations involved: ..... 5

7. Total fee (37 CFR 3.41).....\$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(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.*

John Kelepurovski, Jr., Esq.                                            12/30/03  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 7

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

CIP \$140.00 0773290

NOV 21 1999  
J. M. Schotz

SK-1642  
COLE, SCHOTZ, MEISEL,  
FORMAN & LEONARD  
A PROFESSIONAL CORPORATION  
25 MAIN STREET  
HACKENSACK, NEW JERSEY 07602-0800  
(201) 489-3000  
(201) 489-1536 Telecopier  
ATTORNEYS FOR Official Committee  
of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY  
HONORABLE WILLIAM F. TUOHEY  
CASE NO. 99-37103 (WFT)

Chapter 11

In the Matter of:

CELENTANO BROS., INC.,  
Debtor.

ORDER (i) APPROVING ASSET  
PURCHASE AGREEMENT AND RIDER  
THERE TO, (ii) APPROVING THE  
SALE OF SUBSTANTIALLY ALL OF  
THE DEBTOR'S ASSETS TO ROSINA  
ACQUISITION CORP. FREE AND  
CLEAR OF ALL LIENS, CLAIMS,  
INTERESTS, AND ENCUMBRANCES,  
(iii) DEEMING ROSINA  
ACQUISITION CORP. TO BE A  
"GOOD-FAITH PURCHASER"  
ENTITLED TO THE PROTECTIONS  
AFFORDED UNDER 11 U.S.C. §  
363(m), AND (iv) AUTHORIZING  
AND DIRECTING THE DEBTOR TO  
ASSUME AND ASSIGN AND REJECT  
ITS REMAINING EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES

THIS MATTER having been opened to the Court upon the motion (the "Motion") of the Official Committee of Unsecured Creditors (the "Committee") of Celentano Bros., Inc. (the "Debtor") for an Order (i) approving the Asset Purchase and Sale Agreement (the "Agreement") with Rosina Acquisition Corp. ("Rosina") and the Rider thereto (the "Rider"), (ii) approving the sale (the "Sale") of substantially all of the Debtor's assets (the "Assets") to Rosina, free and clear of all liens, claims, interests, and encumbrances (collectively, "Liens") pursuant to 11 U.S.C. § 363(f)(3) and (4), (iii) deeming Rosina to be a "good-faith purchaser" entitled to the protections afforded under 11 U.S.C. § 363(m), and (iv) authorizing and directing the Debtor to assume and assign and reject its remaining executory contracts and unexpired leases (including, but not limited to, the Debtor's tenancy interest in the Lease with Celentano Store, Inc. for real property located at 120 Bloomfield Avenue, Verona, New Jersey, as amended (the "Lease")); and the Court having considered the Committee's Application in support of its Motion, argument of counsel, and opposition, if any, to the Committee's Motion; and due notice appearing; and for good cause shown;

IT IS on this 21 day of March, 2000;

1104034.2

2

COLE, SCHOTZ, MEISEL,  
FORMAN & LEONARD, P.A.  
COUNSELORS AT LAW  
25 MAIN STREET  
HACKENSACK, N.J. 07801

TRADEMARK  
REEL: 002770 FRAME: 0434

ORDERED, that:

1. The Committee's Motion be and is hereby granted.
2. The Agreement and the Rider be and are hereby approved.
3. The Sale of the Assets free and clear of all liens, claims, interests and encumbrances including, but not limited to, a certain Agreement of Restriction dated as of September 25, 1984, by and among the Debtor, Doris Celentano and Dominick Celentano, to Rosina pursuant to 11 U.S.C. § 363(f)(3) and (4) be and is hereby approved.
4. The Debtor be and is hereby authorized and directed to execute, assume, assign, and deliver all contracts, agreements, assignments, conveyances, or other documents and to take such other action that may be necessary to fulfill the terms and provisions of the Sale.
5. Rosina be and is hereby deemed to be a "good-faith purchaser" entitled to the protections afforded under 11 U.S.C. § 363(m).
6. Upon closing of the Sale, the Assets shall be transferred to Rosina free and clear of all Liens, claims, interests and encumbrances, except for the Assumed Liabilities as defined in Section 2.1 of the Agreement.

7. All Liens of any person or entity that encumber or purport to encumber the Assets shall attach to the proceeds of the Sale, subject to disbursement upon further Order of this Court.

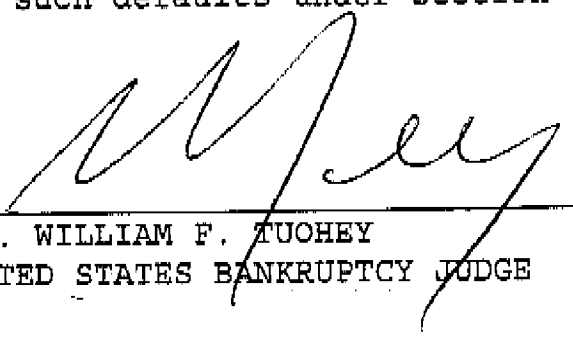
8. The Debtor and the Committee are authorized to execute and file such statements, instruments, releases, and other documents as may be necessary to discharge, release and remove all Liens with respect to the Assets.

9. The Debtor be and is hereby authorized and directed to assume and assign all of its executory contracts and unexpired leases set forth on the schedule annexed to the Application in support of the Motion as Exhibit A. All executory contracts and unexpired leases of the Debtor which are not listed on Exhibit A be and are hereby rejected.

10. A copy of this Order shall be immediately served upon all parties to rejected unexpired leases or executory contracts who shall have until April 30, 2000 to file a proof of claim for rejection damages pursuant to Section 502(g) of the Bankruptcy Code. In the event that such claims are not timely filed, they shall be forever barred.

11. The estate is hereby authorized to pay the cure amounts, if any, up to the maximum amounts listed on Exhibit A

in full and final satisfaction of such defaults under Section  
365(b) of the Bankruptcy Code.



---

HON. WILLIAM F. TUOHEY  
UNITED STATES BANKRUPTCY JUDGE

COLE, SCHOTZ, MEISEL,  
FORMAN & LEONARD, P.A.  
COUNSELORS AT LAW  
25 MAIN STREET  
HACKENSACK, N.J. 07601

1104034.2

5

TRADEMARK  
REEL: 002770 FRAME: 0437

LEASES TO BE ASSUMED AND ASSIGNED

Lessor	Description of Equipment	Cure Amount
<b>Auto Rental</b>		
First Union	Company Van	65.46
<b>Operating</b>		
Hecht Trailers	Refrigerated OneStep	1,908.00
Jayson	Water Cooler	1,724.55
Newcourt Financial	Copier	236.91
Panasonic	Copier	601.89
Studebaker Worthington	5 laptop computers	841.45
Studebaker Worthington	2 HP Vectra Computers	1,269.16
Studebaker Worthington	ATCX Minitower Intel Processor	548.14
Studebaker Worthington	21 HP Kayak XA Desktop PCs	<u>1,169.95</u>
		3,828.70
Wasco	Telephone System	None
<b>Capital Leases</b>		
Crown Credit	Lift Truck/Battery and charger	567.89
Crown Credit	Lift Truck	177.59
Crown Credit	Lift Truck/Battery and charger	0.00
Crown Credit	2 Lift Trucks	<u>0.00</u>
		745.48
American Equip Leasing	Sealer & Shrink tunnel	1,352.81
American Equip Leasing	Computer and Conveyor	1,270.67
American Equip Leasing	Clean Room	None
American Equip Leasing <sup>1</sup>	Filter Units/Conveyor	<u>None</u>
		2,623.48
Summit Leasing <sup>2</sup>	Cooling Equip	60.68
Summit Leasing <sup>2</sup>	Manufacturing Equip	204.22
Summit Leasing <sup>2</sup>	Manufacturing Equip	93.51
Summit Leasing <sup>2</sup>	Manufacturing Equip	20.99
Summit Leasing <sup>2</sup>	Cheese Slicer	<u>0.00</u>
		379.40
		<u>12,113.87</u>

<sup>1</sup>According to the Debtor's books and records, this lease (#504987) with AEL appears to have expired in 1/00; therefore, the cure/reject amounts are not reflected in the above schedule.

<sup>2</sup>Information pursuant to a facsimile received from Summit Leasing summarizing the active leases as of 2/11/00.

1103341.1