

08-05-2003

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WEMMH-1594 (4/03)

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

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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):

Fairmont Snacks Group, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

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

3. Nature of conveyance:

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

Execution Date: February 28, 2003

2. Name and address of receiving party(ies)

Name: Kanan Enterprise, Inc. d/b/a King Nut Company

Internal Address: _____

Street Address: 31900 Solon Road

City: Solon State: OH Zip: 44139

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- 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)

76/370,676

B. Trademark Registration No.(s) 2,725,170

<u>2,219,746</u>	<u>2,206,264</u>	<u>2,655,717</u>
<u>2,604,020</u>	<u>2,729,931</u>	<u>2,664,254</u>
<u>2,475,192</u>	<u>2,258,161</u>	<u>2,223,307</u>

Additional number(s) attached Yes No

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

Name: Scott J. Stevens

Internal Address: Woodard, Emhardt, Moriarty, McNett & Henry LLP

Street Address: Bank One Center/Tower, 111 Monument Circle, Suite 3700

City: Indianapolis State: Indiana Zip: 46204

6. Total number of applications and registrations involved: 11

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

- 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.

Scott J. Stevens
Name of Person Signing

Signature

July 30, 2003
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Director of the U.S. Patent and Trademark Office, Mail Stop Assignment Recordation Services
Washington, D.C. 20231

08/04/2003 ECDOPER 00000076 76370676

01 FC:8521
02 FC:8527

40.00 DP
250.00 DP

TRADEMARK ASSIGNMENT
Page 1 of 1

TRADEMARK
REEL: 002793 FRAME: 0569

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made this 28th day of February, 2003, by and between **Kanan Enterprises, Inc. dba King Nut Company**, an Ohio corporation ("Buyer"), and **Fairmont Snacks Group Inc. dba The Peterson Nut Company**, a Delaware corporation ("Seller").

Recitals:

Seller is engaged in the business of manufacturing, processing, packaging and the wholesale and retail sale and distribution of nut, seed, fruit and candy snack products through its ongoing business known as **The Peterson Nut Company** (the "**Peterson Nut Business**").

Seller desires to sell substantially all of its assets, rights, and properties, relating to its Peterson Nut Business, excluding the Retained Assets (hereinafter defined), and Buyer desires to acquire substantially all of Seller's assets, rights, and properties relating to such Peterson Nut Business, excluding the Retained Assets, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I TRANSFER OF ASSETS

SECTION 1.1 - TRANSFER OF ASSETS. Subject to the terms and conditions hereof, on the Closing Date (as hereinafter defined), Seller shall sell, assign, transfer and deliver to Buyer and Buyer shall purchase from Seller pursuant to this Agreement, all of the assets, properties and rights of Seller's Peterson Nut Business of every kind and description (collectively referred to as the "**Peterson Assets**"), but excluding the Retained Assets. The Peterson Assets shall include the following, wherever located:

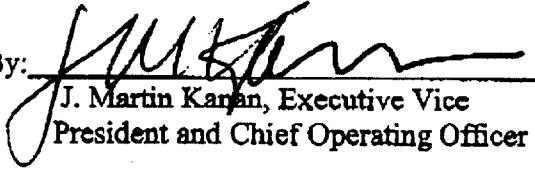
- (a) All vehicles (excluding any leased vehicles), machinery, equipment, certain computer hardware comprised of four (4) personal computers to be selected by Buyer from among all computer hardware (excluding, however, a new Compaq computer (the "**Compaq PC**") which shall be considered a Retained Asset) and all sales and storage racks, shelving, fixtures, leasehold improvements, tooling, replacement and spare parts and operating supplies and other similar property used or usable in the operation of the Peterson Nut Business, whether owned or leased by Seller, including the property set forth and described on attached Schedule 1.1(a) hereto, together with any warranties and guaranties with respect to the foregoing (collectively, the "**Peterson Equipment**").
- (b) All inventories of food product, primarily comprised of nuts, seeds, fruits and candies and all ingredients thereof held for the purpose of wholesale and retail sales of product of and generation of revenue for the Peterson Nut Business, including,

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- without limitation, raw materials, work-in-process, finished goods, and all packaging materials used in the Peterson Nut Business as of the date of the Pre-Closing Inventory (as hereinafter defined) including, without limitation, those items set forth and described on attached Schedule 1.1(b) (collectively, the "Peterson Inventory").
- (c) All trade and other accounts and notes receivable and cash receipts relating to the Peterson Nut Business arising on and after the Closing Date (collectively, the "Peterson Accounts Receivable").
- (d) All of the intangibles, intellectual and proprietary property used in the Peterson Nut Business (collectively, the "Peterson Intellectual Property"), including all names, fictional business names, trade names, trade name applications, registered and unregistered trademarks, service marks, logos, patents and copyrights owned by Seller, Seller's rights to which shall be assigned to Buyer as of the Closing Date, including the trade name "The Peterson Nut Company," any and all property used in connection with the Peterson Nut Company internet website and those items set forth and described on attached Schedule 1.1(d).
- (e) All books, papers, records, advertising materials, studies, maintenance records, existing customer lists (including the names and addresses of current and past customers of the Peterson Nut Business and the names and addresses of prospective customers of the Peterson Nut Business, together with copies of all records, compilations, and files relating to such customers), marketing materials, product catalogs, sell sheets, price lists, supplier lists, depreciation schedules relating to the Peterson Assets, drawings, designs, quality control specifications, cost analyses, flow sheets, equipment and parts lists, process sheets, instruction manuals, employee and accounting records, and other records which relate to the operation of the Peterson Nut Business or relate to the Peterson Assets, except for any such documents which are customarily maintained as necessary supporting documents for tax preparation purposes (but copies of such documents shall be made available to Buyer upon request) (collectively, the "Peterson Nut Business Records").
- (f) All right, title and interest of Seller in, to and under all contracts, leases, purchase orders and customer orders set forth and described on attached Schedule 1.1(f) (complete copies of which have been previously delivered to Buyer and which shall be updated immediately prior to the Closing to reflect such items as of the Closing Date), except to the extent the foregoing are not assignable by their terms without the consent of a third party in which case the same shall be subject to Section 6.1(d) hereof (collectively, the "Assigned Contracts").
- (g) All assignable permits, licenses, authorizations, qualifications and approvals issued by any Governmental Authority (as hereinafter defined) or third parties relating to the Peterson Assets or the operation of the Peterson Nut Business (collectively, the "Peterson Permits").

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

**Kanan Enterprises, Inc.
dba King Nut Company**

By: 
J. Martin Kanan, Executive Vice
President and Chief Operating Officer

"Buyer"

**Fairmont Snacks Group Inc.
dba The Peterson Nut Company**

By: 
Wayne L. Kelley, President

"Seller"