

9/4/03

09-08-2003

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

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please return this document or copy thereof.

1. Name of conveying party(ies): Standard Federal Bank, N.A.
Individual(s) [] Association [X]
General Partnership [] Limited Partnership []
Corporation-State []
Other []
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Mark Truan
Internal Address:
Street Address: 4251 Fleming Way
City: Plymouth State: MI Zip: 48170
Individual(s) citizenship [X]
Association []
General Partnership []
Limited Partnership []
Corporation-State []
Other []
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
Assignment [X] Merger []
Security Agreement [] Change of Name []
Other []
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A
B. Trademark Registration No.(s) 2222862
Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: SHAHEEN, JACOBS & ROSS, P.C.
Internal Address: Attn: Michael J. Thomas, Esq.
Street Address: 1425 Ford Building
615 Griswold
City: Detroit State: MI Zip: 48226

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed [X]
Authorized to be charged to deposit account []
8. Deposit account number: N/A
(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.
Karen Piana, Vice President
Name of Person Signing Signature Date 8/11/03

09/05/2003 01 FC:8521 40.00 DP Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is executed on ~~May~~ ^{July} 16, 2003, by and between Standard Federal Bank, NA formerly known as Michigan National Bank ("Seller"), and Mark Trvan, a Individual whose address is 4251 Fleming Way ("Buyer").
Phymorsh

WHEREAS, Seller is the holder of a perfected security interest in certain personal property owned by Sydney Bogg Candies, Inc. ("Debtor") and desires to sell said personal property pursuant to a sale under Article 9 of the Michigan Uniform Commercial Code ("MUCC") and Purchaser desires to purchase said property;

WHEREAS, it is not the intent of Seller to sell any cash, accounts receivable, notes receivable, chattel paper or any other assets other than those specifically set forth below;

In consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase of Assets.** Seller shall sell to Buyer, and Buyer shall purchase from Seller, without representation or warranty, all the Debtor's right, title and interest, in:

- (a) **Contract Rights and General Intangibles.** Contract rights and general intangibles, including but not limited to the trademark "Sydney Bogg Candies".
- (b) **Equipment.** All equipment, machinery, and furniture and the like, if any, located at 18932 Woodward and identified on Exhibit "A" attached hereto.
- (c) **Other Personal Property.** Any other personal property located at 18932 Woodward to which Seller has a right to transfer pursuant to Article 9 of the MUCC and not expressly excluded herein.

(the above assets are collectively referred to as the "Collateral") in accordance with the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Collateral is \$ 5,000.00 ("Purchase Price"), to be paid on or before ~~fifteen (15)~~ ¹⁵ days after the date hereof in immediately available U.S. dollars. Buyer agrees to deposit with Seller's broker, an earnest money deposit in the amount of ~~\$5,000~~ ^{\$1,000} to be applied to the purchase price, returned to Purchaser or retained by the Seller as provided herein.

3. **Taxes.** Buyer shall also be responsible for any sales, use, and similar taxes resulting from purchase of the Collateral.

4. **Title/Conveyance.** Title to the Collateral shall pass to Buyer as provided by Article 9 of the MUCC only upon Seller's receipt of the entire Purchase Price. Upon receipt of the Purchase Price, Seller shall give Buyer a bill of sale in the form attached hereto as Exhibit "B."

5. **Used Collateral.** Buyer acknowledges that the Collateral is used.

6. **Risk of Loss.** Buyer acknowledges and agrees that the risk of loss to the Equipment passes to Buyer on the date hereof, and that Buyer's obligation to pay the Purchase Price is irrevocable, and Buyer shall pay the Purchase Price in all instances whatsoever, including if the Equipment is damaged, fails to operate in whole or in part, or is destroyed.

7. **No Warranties; "AS IS"; Exclusion of Damages.** BUYER REPRESENTS THAT IT HAS SELECTED THE COLLATERAL BASED ON ITS OWN JUDGMENT. EXCEPT AS PROVIDED IN SECTION 4 OF THIS AGREEMENT, SELLER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REGARDING THE COLLATERAL'S DURABILITY, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIAL, ITS WORKMANSHIP AND/OR ITS QUALITY. BUYER BUYS THE COLLATERAL "AS IS" "WHERE IS". SELLER WILL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY THE COLLATERAL.

8. Remedies. A. If Buyer breaches the Agreement, Seller may, at its option, (1) declare payment immediately due, and enforce the terms of this Agreement; and/or (2) declare a default hereunder and retain the deposit, as liquidated damages.

B. If Seller breaches this agreement, Buyer may exercise its sole remedy of terminating this Agreement and requesting and receiving a return of its deposit. Upon receipt of its deposit, Buyer shall have no further rights or remedies against Seller.

9. Date and Place of Closing. The Closing date under this Agreement shall be at Seller's office within ~~15~~ (15) days after the date of the execution of this Agreement. Access to the property shall be given immediately as needed to effectuate the removal of all assets of Sydney KLP

10. Miscellaneous. Bossy Landies, Inc. by no later than August 7, 2003, Purchaser shall leave building in "broom clean" condition. 30 days from first access. KLP

10.1 Entire Agreement; Amendments. This Agreement contains the entire understanding between the parties hereto and supersedes all other oral and written agreements or understandings between them (including, but not limited to, any agreement that may appear and/or be reflected in prior correspondence between counsel for Buyer and Seller). No amendment, modification or addition hereto or waiver or cancellation of any provision hereof will be valid except if it is in a writing signed by both Seller and Buyer. KLP

10.2 Governing Law. This Agreement is deemed to be made under and shall be governed and construed according to the laws of the State of Michigan. Each party agrees to submit its person and property to the jurisdiction of the courts of the State of Michigan.

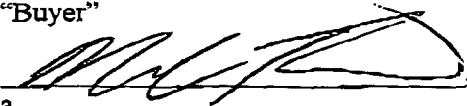
10.3 Attorneys' Fees. If either party breaches this Agreement, the breaching party shall pay or reimburse the other for all of its reasonable expenses, including attorneys fees and court costs incurred in the enforcement of any provisions of this Agreement.


10.4 Counterparts. This Agreement may be executed in counterparts (including facsimile counterparts) and each counterpart shall be deemed to have the same force and effect as if it were an original.

10.5 Jointly Drafted. Buyer and Seller acknowledge that this Agreement was drafted by them together and that the final terms were arrived at only after input and review from and by counsel for both Buyer and Seller.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first appearing above.

"Seller"
Standard Federal Bank

"Buyer"

a _____

By: 
Name: KAREN J. DIANA
Title: VICE PRESIDENT

By: _____
Name: _____
Title: _____

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Standard Federal Bank, N.A.

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

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

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

Internal Address: _____
Address: _____

Street Address: 4251 Fleming Way
City: Plymouth State: MI Zip: 48170

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

Execution Date: _____

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

A. Trademark Application No.(s) N/A

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2222862

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Internal Address: Attn: Michael J. Thomas, Esq.

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615 Griswold

City: Detroit State: MI Zip: 48226

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

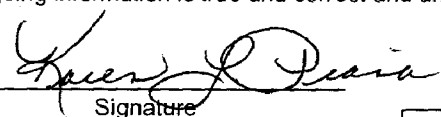
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(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.

Karen Piana, Vice President  8/11/03
Name of Person Signing Signature Date

Standard Federal Bank, N.A. Total number of pages including cover sheet, attachments, and document: 4

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Pharmcity

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MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REGARDING THE COLLATERAL'S DURABILITY, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIAL, ITS WORKMANSHIP AND/OR ITS QUALITY. BUYER BUYS THE COLLATERAL "AS IS" "WHERE IS". SELLER WILL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY THE COLLATERAL.

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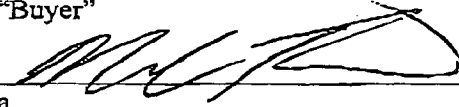
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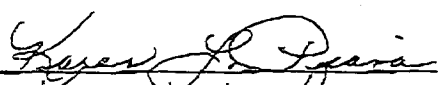
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Standard Federal Bank

"Buyer"

a _____

By: 
Name: KAREN J. DIANA
Title: VICE PRESIDENT

By: _____
Name: _____
Title: _____

SHAHEEN, JACOBS & ROSS, P.C.

COUNSELORS AT LAW
1425 FORD BUILDING
615 GRISWOLD
DETROIT, MICHIGAN 48226-3993

(313) 963-1301
TELECOPIER: (313) 963-7123

August 28, 2003

Commissioner of Patents and Trademarks
Box Assignments
Washington D.C. 20231

Re: Registered Mark No. 2222862

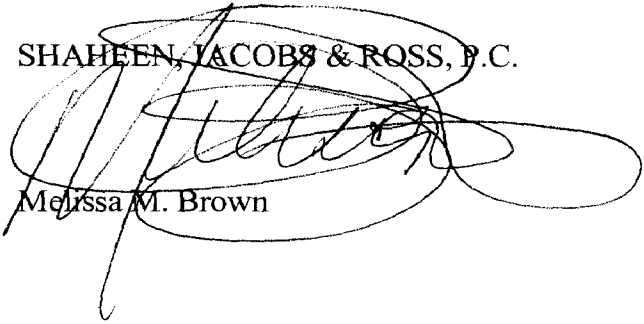
Dear Sir or Madame:

Enclosed please find an original and one (1) copy of form PTO-1594 in regards to the above registered mark. Also enclosed please find a check in the amount of \$40.00 representing payment for all assignment fees. Please process said assignment and return a time-stamped copy to the undersigned in the enclosed, self-addressed stamped envelope.

If you have any questions with respect to the above, please do not hesitate to call.

Very truly yours,

SHAHEEN, JACOBS & ROSS, P.C.


Melissa M. Brown

MMB:cb

Enclosures

cc: Standard Federal Bank, N.A.
Attn: Ms. Karen L. Piana
Mr. John W. George, III

MNB\Sydney Bogg Candies\Trademark ltr