

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philadelphia Chewing Gum Corporation		06/26/2003	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Concord Confections Inc.
Street Address:	345 Courtland Avenue
City:	Concord, Ontario
State/Country:	CANADA
Postal Code:	L4K 5A6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76238261	ICE BLUE SERIOUS BREATH MINTS
Registration Number:	2317291	GAD ZILLIONS
Registration Number:	2798823	PARLIAMINTS

CORRESPONDENCE DATA	
Fax Number:	(312)554-8015
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-554-8000
Email:	ssarwate@pattishall.com
Correspondent Name:	Pattishall McAuliffe Newbury Hilliard et
Address Line 1:	311 S. Wacker Drive
Address Line 2:	Suite 5000
Address Line 4:	Chicago, ILLINOIS 60606

DOMESTIC REPRESENTATIVE	
Name:	Pattishall McAuliffe Newbury Hilliard et
Address Line 1:	311 S. Wacker Drive

CH \$90.00 76238261

Address Line 2: Suite 5000
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Sanjiv D. Sarwate

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated as of June 26, 2003, by and among Concord Confections, Inc., an Ontario corporation ("Buyer"); Philadelphia Chewing Gum Corporation, a Pennsylvania corporation ("PCGC"); Gum Base International, Inc., a Pennsylvania corporation ("GBII") (PCGC and GBII are referred to herein as the "Seller" or "Sellers"); Edward L. Fenimore, residing at Grays Lane House, 100 Grays Lane, Haverford, PA 19041 ("Edward L."); Edward P. Fenimore, residing at 1123 Cymry Drive, Berwyn, PA 19312 ("Edward P."); Richard L. Fenimore, residing at 430 E. Spring Avenue, Ardmore, PA 19003 ("Richard"); and Exempt Marital Trust u/w/o E.H. Fenimore c/o Edward L. Fenimore, Trustee, Grays Lane House, 100 Grays Lane, Haverford, PA 19041 ("Trust") (Edward L., Edward P., Richard and the Trust are referred to herein as "Shareholders").

RECITALS

WHEREAS, Edward L., Richard, Edward P. and the Trust own Thirty-Three Thousand Ninety-Two (33,092) of the Thirty-Five Thousand (35,000) issued and outstanding shares of the common stock, \$10.00 par value of PCGC; and

WHEREAS, Richard and Edward P. own Seven Thousand Six Hundred Sixty-One (7,661) of the Nine Thousand One Hundred Thirty-One (9,131) issued and outstanding shares of the common stock, \$1.00 par value of GBII; and

WHEREAS, Sellers desire to sell, and Buyer desires to purchase, the Assets (as defined below) of Sellers for the consideration and on the terms set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Sale and Transfer of Assets; Closing

1.1 ASSETS TO BE SOLD

Upon the terms and subject to the conditions set forth in this Agreement, Sellers do hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, free and clear of any Encumbrances, all of Sellers' right, title and interest in and to all of Sellers' property and assets, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets):

(a) all Tangible Personal Property, including those items described in Part 1.1(a), including all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Inventories) of every kind owned by Sellers (wherever located and whether or not carried on Sellers' books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto;

(b) all Inventories, including all inventories of Sellers, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Sellers in the production of finished goods;

(c) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer, including those listed in Part 2.11(b);

(d) all data and records related to the operations of Sellers, including client and customer lists and records, referral sources, research and development reports and Records, production reports and records, service and warranty records, equipment logs, formulations, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, and other similar documents;

(e) all of the intangible rights and property of Seller, including Intellectual Property Assets, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings, domain name registrations and those items listed in Parts 2.17(d), (e), (f), (g) and (h);

(f) all rights of Sellers in and to the Seller Contracts listed on Part 1.1(f) (the "Assigned Contracts"), other than the right to royalty payments accruing through June;

(g) all claims of Seller against Third Parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including all such claims listed in Part 1.1(f); and

(h) all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that are not listed in Part 1.2(f) and that are not excluded under Section 1.2(f).

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets."

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Assets unless Buyer expressly assumes that Liability pursuant to Section 1.4(a).

1.2 EXCLUDED ASSETS

Notwithstanding anything to the contrary contained in Section 1.1 or elsewhere in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller after the Closing:

(a) all Real Property and all building Improvements, except those items described in Part 1.1(a);

Part 2.17(e)

Marks

1. See Attached
2. The Mark "Big Shot" has recently been used by The Foreign Candy Company of Hull, Iowa. The Sellers have not yet contested such infringement on the Mark.
3. See attached list of Marks indicating certain Marks which have not been actively used by PCGC or GBII for at least the past 60 days. Such Marks are subject to the risk that PCGC's or GBII's rights in such Marks have lapsed are no longer enforceable.

MASTER FILE REPORT
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Docket No.

PCMASTER REPORTER

29AP2003 15 36

00935321 Country United States
MARK: PEN PALS
APPIN NO: 75/520328
REG NO: 2502389
ORIG REG DATE: 30OC2001
CLASSES: IN 30
GOODS: CANDY
APPIN DATE: 16JL1998
NEXT RENEWAL DATE: 30OC2011
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.

00935322 United States
MARK: GAD ZILLIONS
APPIN NO: 75/552035
REG NO: 2317291
ORIG REG DATE: 08FE2000
CLASSES: IN 30
GOODS: BUBBLE GUM
Intent To NATIONAL C
APPIN DATE: 10SE1998
NEXT RENEWAL DATE: 08FE2010
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.

00935323 United States
MARK: AMERICA'S FAVORITE SOUR GUM
APPIN NO: 75/768708
REG NO: 2347915
ORIG REG DATE: 02MY2000
CLASSES: IN 30
GOODS: BUBBLE GUM
SUPPLEMENT NATIONAL C
APPIN DATE: 05AU1999
NEXT RENEWAL DATE: 02MY2010
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.

00935324 Mexico
MARK: HOT-CHU & DESIGN
APPIN NO: 189680
REG NO: 457258
ORIG REG DATE: 02FE1994
CLASSES: IN 30
GOODS: CANDY
REGULAR CA NATIONAL C
APPIN DATE: 02FE1994
NEXT RENEWAL DATE: 02FE2004
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.

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Docket No. Country
00935332 United States
MARK: COTTON CANDY AND DESIGN
APPLN NO: 76/155765
REG NO: 2638407
ORIG REG DATE: 220C2002
CLASSES: IN 30
GOODS: BUBBLE GUM
APPLN DATE: 300C2000
NEXT RENEWAL DATE: 220C2012
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.

00935333 United States
MARK: EASTER BASKET EGGS
APPLN NO: 76/200950
REG NO: 2572364
ORIG REG DATE: 21MY2002
CLASSES: IN 30
GOODS: CHEWING GUM AND CANDY
SUPPLEMENT NATIONAL C
APPLN DATE: 26JA2001
NEXT RENEWAL DATE: 21MY2012
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.

00935334 United States
MARK: ICE BLUE SERIOUS BREATH MINTS
APPLN NO: 76/238261
REG NO:
ORIG REG DATE:
CLASSES: IN 30
GOODS: CHEWING GUM AND CANDY
REGULAR CA NATIONAL C
APPLN DATE: 10AP2001
NEXT RENEWAL DATE:
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.

00935335 United States
MARK: PARLIAMENTS
APPLN NO: 76/404191
REG NO:
ORIG REG DATE:
CLASSES: IN 30
GOODS: CHEWING GUM AND CANDY
Intent To NATIONAL C
APPLN DATE: 06MY2002
NEXT RENEWAL DATE:
CURRENT RECORDED OWNER: PHILADELPHIA CHEWING GUM CORP.