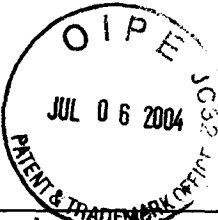


07-26-2004



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 7.6.04
ID # unknown;
- Correction of PTO Error copy attached.
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other Asset purchase
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name California Olive Oil Corporation

Execution Date
Month Day Year

02-12-2003

confirmed 06/22/2004

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name East Coast Olive Oil Corporation

DBA/AKA/TA

Composed of

Address (line 1) 75 Wurz Avenue

Address (line 2)

Address (line 3) Utica

New York

13502

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization New York

07/26/2004 LNUJELLER 00000009 2004618

FOR OFFICE USE ONLY

01 FC:0521 40.00 OP
02 FC:0522 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance documents including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached recording papers filed 01/29/0

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account as shown on attachment.

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Mary Helen Sears
Name of Person Signing

Mary Helen Sears
Signature

July 2, 2004
Date Signed

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of February 12, 2003 is entered into by and between California Olive Oil Corporation, a Massachusetts corporation with a business address at 134 Canal Street, Salem, Massachusetts 01970 (the "Seller"), Anthony Gattineri ("Gattineri") and East Coast Olive Oil Corporation, a New York corporation with a business address at 75 Wurz Avenue, Utica, New York 13502 (the "Buyer").

WHEREAS, Gattineri is the sole stockholder, officer and director of the Seller;

WHEREAS, the Seller is engaged in the business of manufacturing, marketing and selling fine oils, vinegars and gourmet food products (the "Business");

WHEREAS, the Seller desires to sell to the Buyer certain assets of Seller used in connection with the Business;
and

WHEREAS, Buyer desires to purchase such assets upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and premises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I PURCHASE AND SALE

1.01. Purchase of Assets.

(a) Purchased Assets. Effective as of the Closing Date (as defined to in Section 1.04), Seller hereby agrees to sell, convey, transfer and deliver to Buyer, and Buyer hereby agrees to purchase those assets currently owned and utilized by Seller in connection with the Business which are described on **Schedule I** (the "Purchased Assets").

1.03. Purchase Price.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER AND GATTINERI**

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

2/12/2003

-4-

**TRADEMARK
REEL: 003012 FRAME: 0272**

**ARTICLE IV
COVENANTS**

The parties hereto agree that:

4.03 Seller's Name. After the Closing, Seller shall assign the name "California Olive Oil" and all other trademarks, and trademarks, service marks and logos relating described on Schedule 1 thereto to the Buyer and the Seller shall discontinue using same, excepting that Seller may use the name in its lawful efforts to collect accounts receivable for the sole purpose of showing that it has a right to collect same and settle the Seller's accounts receivable and tax obligations and other matters relating to the sale of the Business.

7.07. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no party may assign, delegate or otherwise transfer any of his or its rights or obligations under this Agreement without the consent of the other parties hereto, except that Buyer may transfer or assign, in whole or from time to time in part, to one or more of its wholly-owned subsidiaries, its right to purchase all or any portion of the Purchased Assets, but no such transfer or assignment will relieve Buyer of its obligations hereunder.

7.08. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

7.09. Entire Agreement. This Agreement and the other agreements referred to herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. Neither this Agreement, nor any provision hereof or thereof, is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

7.10. Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

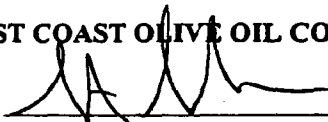
7.11. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto

IN WITNESS WHEREOF, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER: CALIFORNIA OLIVE OIL CORPORATION

By: /s/ Anthony Gattineri
Anthony Gattineri, President

BUYER: EAST COAST OLIVE OIL CORPORATION

By: 
Stephen Mandia, President

Anthony Gattineri, Individually

EAST COAST OLIVE OIL CORPORATION

Mr. David Lofgren
75 Wurz Ave
Utica, NY 13501

Dear Dave,

You have brought to my attention that the Asset Purchase Agreement between East Coast Olive Oil Co. and California Olive Oil Corporation in its Article IV, section 3 required that

"4.03 Seller's Name. After the Closing, Seller shall assign the name "California Olive Oil" and all other trademarks, and trademarks, service marks and logos relating described on Schedule 1 thereto to the Buyer and the Seller shall discontinue using same, excepting that Seller may use the name in its lawful efforts to collect same and settle the Seller's accounts receivable and tax obligations and other matters relating to the sale of the Business.

You have also indicated that we both neglected, at closing, to provide a Schedule 1 actually listing the trademarks conveyed and that this oversight is creating some business problems even though your company as buyer and I as the sole stockholder, officer and director of California Olive Oil Corp., a corporation duly organized under Massachusetts law now dissolved, ~~have both treated the trademarks that were registered to the above identified, now dissolved,~~ have both treated the trademarks that were registered to the above identified, now dissolved corporation as so conveyed, commencing at the time of closing and since.

To clear up the matter, I hereby warrant that I as sole stockholder, officer and director of the former, now dissolved company confirm that the registered trademark 2,084,618 and 2,195,969 were among the assets that were *de facto* so conveyed and assigned as of the closing date, i.e., February 12, 2003 to East Coast Olive Oil Company.

Signed: _____

Date: _____


Anthony Gattineri

75 WURZ AVE. UTICA, NY 13502

PHONE: 315-797-7070 • FAX: 315-797-6981 • WWW.OLIVE-OIL.COM

RECORDED: 01/29/2004

TRADEMARK
REEL: 003012 FRAME: 0275