

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the state in address of assignee from Massachusetts to Connecticut previously recorded on Reel 002860 Frame 0722. Assignor(s) hereby confirms the Asset Purchase Agreement executed 8/18/2003.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Superior Bakery, Inc.		08/18/2003	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Superior Bakery, Inc.
Street Address:	72 Main Street
City:	No. Grosvenordale
State/Country:	CONNECTICUT
Postal Code:	06255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2290177	KASANOF'S
Registration Number:	2345671	KASANOF'S
Registration Number:	2836749	KASANOF'S SINCE 1898

CORRESPONDENCE DATA

Fax Number: (617)443-0004
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (617) 443-0004
 Email: adaley@bromsun.com
 Correspondent Name: Anna M. Daley
 Address Line 1: 125 Summer Street
 Address Line 4: Boston, MASSACHUSETTS 02110-1618

NAME OF SUBMITTER:	Anna M. Daley
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Signature:

/Anna M. Daley/

Date:

05/26/2005

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

dated as of

August 18, 2003

by and among

NEBC, LLC,
a Delaware limited liability company

SUPERIOR BAKERY, INC.,
a Delaware corporation

and

SUPERIOR BAKERY, INC.,
a Connecticut corporation

and

THE PRINCIPAL STOCKHOLDERS

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of August 18, 2003 (this "Agreement") by and among NEBC, LLC, a Delaware limited liability company ("Parent"); Superior Bakery Inc., a Delaware corporation and a direct, wholly owned subsidiary of Parent ("Buyer"); Superior Bakery, Inc., a Connecticut corporation ("Seller"); and Michael G. Faucher, Raymond P. Faucher, Sr. and Raymond P. Faucher, Jr. (collectively, the "Principal Stockholders");

WITNESSETH:

WHEREAS, Seller conducts a business involving the manufacture and sale of croutons to the food service industry and a variety of branded and private label hearth-baked breads and rolls to the retail supermarket industry (the "Business");

WHEREAS, Buyer desires to purchase substantially all of the assets of the Business from Seller, and Seller desires to sell substantially all of the assets of the Business to Buyer, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the parties hereby intend that the purchase of the Purchased Assets and the assumption of the Assumed Liabilities be treated as a taxable transaction for state and federal income tax purposes.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such specified Person.

"Ancillary Agreements" means the Holdback Agreement and the Employment Agreements.

"Books and Records" means the books and records of Seller relating to the Business, in whatever medium or format maintained, excluding (i) Seller's minute and stock record books, incorporation documents, by-laws, Tax Returns and other Tax-related documents, (ii) books and records relating to the Excluded Assets and (iii) any books and records that Seller is required by law to retain.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in Boston, Massachusetts.

"Closing Balance Sheet" means a balance sheet for the Business as of the close of business on the day immediately preceding the Closing Date that (i) fairly presents the financial position of the Business as at the close of business on the day immediately preceding the Closing Date and (ii) is prepared in accordance with GAAP. The Closing Balance Sheet shall be prepared by Buyer and delivered to Seller within sixty (60) days of the Closing Date.

REDACTED

(n) the trademarks identified on Section 2.1(n) of the Seller Disclosure Schedule with the registration or application numbers and in the countries or territories identified on Section 2.1(n) of the Seller Disclosure Schedule (the “Trademarks”); and

ie

REDACTED

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Section 3.5(a)


1. Pending Applications/Registrations for Trademarks owned by Superior Bakery, Inc.

Trademark	App./Reg. No.	Status	Next action due	Goods
KASANOFS	Reg No. 2,290,177	Registered on 11/2/99	Section 8&15 due between 11/2/04 and 11/2/05	Bread and rolls (Class 30)
KASANOFS (plus design)	Reg. No. 2,345,671	Registered on 4/25/00	Section 8&15 due between 4/25/05 and 4/25/06	Bread and rolls (Class 30)
KASANOFS SINCE 1898 (plus design)	Appl. No. 75/803.209	Application filed On 9/20/99	Statement of Use due 11/7/03	Bakery products and crouton (Class 30)

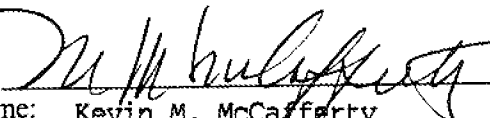
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IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as of the date first above written.

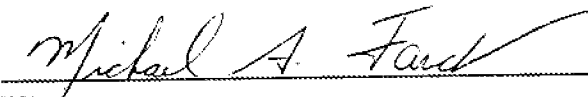
NEBC, LLC

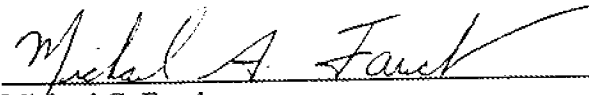
By: 
Name: Kevin M. McCafferty
Title: President and Chairman

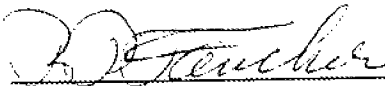
SUPERIOR BAKERY, INC., a Delaware corporation

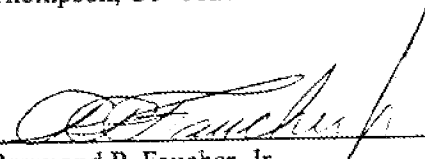
By: 
Name: Kevin M. McCafferty
Title: Chairman and CEO

SUPERIOR BAKERY, INC., a Connecticut corporation

By: 
Name:
Title:


Michael G. Faucher
8 Jordan Road
Hopkinton, MA 01748


Raymond P. Faucher, Sr.
506 Quaddick Road
Thompson, CT 06277


Raymond P. Faucher, Jr.
126 Red Bridge Road
North Grosvenordale, CT 06255