

08-31-2005



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RECORDATIC TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Y. 2408

1. Name of conveying party(ies):
Home of The Hebert Candies, Inc.
Sabrosa Foods, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Hebert Confections, LLC
Internal _____
Address: _____
Street Address: 171 Dwight Road, Suite. 310
City: Longmeadow
State: Massachusetts
Country: USA Zip: 01106

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other limited liability co Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 1,817,031; 1,936,946; 1,935,471; 1,800,968; 1,841,449

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
word marks - Hebert Candies; Heritage Collection; Candy Mansion; Coach House design (Reg. No. 1,800,968)

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

Name: Benjamin Hargy, Esq.
Internal Address: Updike, Kelly & Spellacy
Street Address: One State Street, 24th Floor
City: Hartford
State: Connecticut Zip: 06103
Phone Number: 860-548-2622
Fax Number: 860-548-2680
Email Address: bhargy@uks.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Benjamin Hargy August 23, 2005
Signature Date
Benjamin Hargy, Esq.
Name of Person Signing Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/30/2005 ECOOPER 00000105 1817031
01 FC:0581 40.00 DP
02 FC:0522 100.00 DP

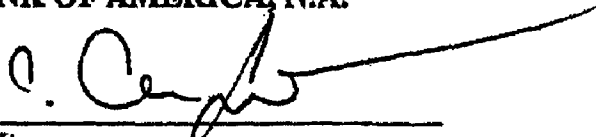
Secured Party Bill of Sale

IN CONSIDERATION OF payment of \$350,000, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BANK OF AMERICA, N.A.**, successor to **FLEET NATIONAL BANK**, with offices at 100 Federal Street, Boston, Massachusetts 02110 ("**Seller**"), pursuant to its rights as secured party under Article 9 of the Uniform Commercial Code and under a Loan and Security Agreement dated November 7, 2003, as amended, hereby sells and transfers to **HEBERT CONFECTIONS, LLC** (the "**Buyer**") and its successors and assigns forever, the assets of Sabrosa Foods, Inc., a Massachusetts corporation with an address at 575 Hartford Turnpike, Shrewsbury, Massachusetts 01545 (the "**Debtor**"), that Seller has the right and title to sell and transfer, including but not limited to those assets identified on Schedules 1 and 2 attached hereto and made a part hereof (the "**Purchased Assets**"), but excluding any and all of Debtor's equipment currently housed in Debtor's Ohio locations other than those items listed in Schedule 1. Seller hereby represents that (a) the Debtor has defaulted in its obligations to Seller, which obligations are secured by the Purchased Assets, (b) the Seller has exercised its post-default remedies with respect to the Purchased Assets and (c) by reason of that exercise of remedies and this Secured Party Bill of Sale, the Buyer has acquired the rights of the Debtor in the Purchased Assets.

The Buyer acknowledges that (i) it has made its own independent investigation and evaluation as to the Purchased Assets, (ii) it is acquiring the Purchased Assets in their present condition, **AS IS** and **WHERE IS**, and (iii) it has entered into this transaction after consultation with counsel of the Buyer's own selection, and is not relying upon any representations or warranties of the Seller in consummating this transaction. **THE BUYER AGREES THAT, OTHER THAN AS SET FORTH IN SECTION 7 OF THAT CERTAIN PURCHASE AGREEMENT BETWEEN SELLER AND BUYER DATED AS OF JULY 22, 2005, THE SELLER HAS MADE NO WARRANTIES TO THE BUYER OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE PURCHASED ASSETS.** The Buyer further acknowledges that the Seller is not the manufacturer of or a merchant or dealer in the Purchased Assets.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale this 5th day of August, 2005.

BANK OF AMERICA, N.A.

By: 
Its SR. VICE PRESIDENT

Schedule 2

List of Certain Intellectual Property

<u>Specific Trademark, Trade Name or Service Mark</u>	<u>PTO Registration Date (if applicable)</u>
1. Herbert Candies	1,817,031
2. Heritage Collection	1,936,946
3. Candy Mansion	1,935,471
4. Candy Mansion Logo	1,800,968
5. Coach House	1,841,449
6. Hebert Confections, LLC	
7. Hebert	

Trade Secrets

1. Recipes
2. Customer Lists
3. Vendor Lists
4. Historical Sales Data

Copyrights. Any copyrights (the "Copyrights") in any Purchased Assets, in the United States and throughout the world, all proceeds thereof (such as, by way of example only, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto, and including without limitation the (i) right to use, license, exploit, sell or otherwise dispose any copyrighted works, (ii) all publication rights therein, (iii) the right to secure copyrights anywhere in the world and (iv) all subsidiary rights therein.

Trademarks. All trademark rights to any trademarks, tradenames, logos, service marks, brand marks and brandnames, and registration applications therefor, listed above (the "Trademarks") (including without limitation the right to apply for world wide web domain names comprising such Trademarks), all proceeds thereof (such as, by way of example only, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto

and all renewals thereof and all goodwill associated therewith, and which symbolize the business, goodwill and Purchased Assets.

Patents. Any rights to apply for patents with respect to any Purchased Assets (the "Patents"), including any and all divisions and continuations thereof and any and all international applications based upon said Patents or upon divisions and continuations thereof, and in and to the inventions subject thereto and any and all patents which may be granted therefor, including any and all renewals, reissues and prolongations thereof.