

09-07-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



DEPARTMENT OF COMMERCE
Patents and Trademark Office

9-1-05

RECOR. 103075450
TRADEMARKS ONLY

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

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)

Additional names, addresses, or citizenship attached? Yes 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) August 5, 2005

- 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: Udike, 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
Signature

August 23, 2005

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

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

G.A. Vice President

404605

TRADEMARK
REEL: 003217 FRAME: 0350

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.

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