

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Just Desserts, Inc.		08/13/2003	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Triple C Foods, Inc.		
Street Address:	1116 Quesada Ave.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94124		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1134249	JUST DESSERTS	
Registration Number:	1134312	JUST DESSERTS	
Registration Number:	2878653		
CORRESPONDENCE DATA			
Fax Number:	(415)461-5810		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-461-5800		
Email:	lperry@perryip.com		
Correspondent Name:	E. Lynn Perry		
Address Line 1:	100 Drake's Landing Road, Suite 100		
Address Line 4:	Greenbrae, CALIFORNIA 94904		
NAME OF SUBMITTER:	E. Lynn perry		
Signature:	/E. Lynn Perry/		
Date:	02/27/2006		

OP \$90.00 1134249

Total Attachments: 7

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PURCHASE AGREEMENT
Between
Just Desserts, Inc. and Triple C Foods, Inc.

This agreement (the "Agreement") is made effective as of the 13th day of August 2003, between Just Desserts, Inc., a California corporation ("SELLER"), and Triple C Foods, Inc., a California corporation, or its nominee ("BUYER").

WHEREAS, on July 3, 2003, SELLER commenced a bankruptcy case by filing a voluntary petition under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the Northern District of California, San Francisco Division (the "Bankruptcy Court"), commencing Case No. 03-43910 (the "Bankruptcy Case"); and

WHEREAS, SELLER is the debtor and debtor in possession in the Bankruptcy Case with the rights, powers, duties and obligations provided for in Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, SELLER is engaged in the business of manufacturing and selling baked goods under the "Just Desserts" tradename, among others; and

WHEREAS, SELLER wishes to sell its "Just Desserts" tradename and trademarks and other general intangible assets, and certain items of its Equipment (the "Assets") as defined in Exhibit A attached here, to BUYER under mutually acceptable sale terms, and BUYER wishes to acquire the Assets;

NOW, THEREFORE, in consideration of the mutual promises set forth and other good and valuable consideration, the parties agree and declare as follows:

ARTICLE ONE – TRANSFER OF ASSETS; PURCHASE PRICE

1.1 Escrow. Concurrently with the execution of this Agreement, SELLER and BUYER shall enter into a separate ESCROW AGREEMENT providing for BUYER to deposit \$140,000 into an escrow account (the "Escrow Fund"), representing the "Purchase Price" described below.

1.2 Non-exclusive License. In consideration of the ESCROW AGREEMENT and BUYER's deposit of the Purchase Price, and pending the full transfer described below, and subject to termination upon 10 day's written notice to BUYER, SELLER hereby grants to BUYER a nonexclusive license to use its tradenames, tradename rights, trademarks, trademark rights, and its recipes and formulas for the production and packaging of baked goods for distribution to Costco Wholesale under SELLER's own account. The production and packaging shall be at BUYER's own costs, and BUYER shall be entitled to retain all proceeds of sale for such goods sold and delivered to Costco Wholesale. No royalty or any other payment shall be due to SELLER on account of this license.

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1.3 Transfer of Assets. Upon the terms and subject to the conditions contained herein, SELLER shall sell to BUYER, by instruments of transfer and conveyance reasonably acceptable to counsel for BUYER and counsel for SELLER (the "Transfer Instruments"), and BUYER shall purchase from SELLER, to the extent permitted by law, all the SELLER'S right, title and interest in the Assets, free and clear of any and all liens, encumbrances, claims, charges or other liabilities (collectively, "Liens").

1.4 Purchase Price. The total purchase price for the Assets : (the "Purchase Price"), all-inclusive, payable from the Escrow Funds.

ARTICLE TWO - CLOSING

2.1 Closing. The purchase and the sale of the Assets shall be consummated within two business days after the satisfaction of the conditions set forth in Article Four but in no event later than September 30, 2003 (the "Closing Date") at the law offices of Michael H. Lewis, 555 Montgomery Street, #1155, San Francisco, CA 94111 or at such other location as the parties may agree (the "Closing").

2.2 Transfer Instruments; Payment of Purchase Price. On the Closing Date, each party shall execute and deliver to the other party the Transfer Instruments, and the holder of the Escrow Fund shall distribute the Escrow Fund as provided for in the ESCROW AGREEMENT. The Transfer Instruments shall include a Certificate of Amendment duly executed by SELLER changing its name from "Just Desserts" to any other name of its choosing other than "Just Desserts" or any other name that is similar to "Just Desserts," which Certificate shall be delivered to BUYER for BUYER to file with the Secretary of State of California at such time as BUYER may elect in BUYER's sole discretion.

ARTICLE THREE - REPRESENTATIONS AND WARRANTIES OF SELLER

SELLER represents and warrants to BUYER the following:

3.1 Liens. Exhibit B attached here contains a complete and accurate list of all Liens on the Assets.

3.2 Good Title. On the Closing Date, SELLER shall own good and marketable title to all of the Assets and shall transfer the same to BUYER free and clear of any and all Liens.

ARTICLE FOUR - CONDITIONS TO CLOSING

4.1 Sale-to-Buyer Order. This Agreement is subject to the approval of the United States Bankruptcy Court, which SELLER shall procure. The order approving the sale (the "Sale-to-Buyer Order") shall contain the following provisions:

5.8 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns.

5.9 Assignment. SELLER shall not assign any of its rights hereunder or any rights acquired directly or indirectly as a result of this Agreement without the prior written consent of BUYER, which consent shall not be unreasonably withheld. BUYER may assign any of its rights hereunder or any rights acquired directly or indirectly as a result of this Agreement to its nominee.


5.10 Headings. The headings in this Agreement are for convenience only and not intended to have any legal effects.

5.11 Agreement to Cooperate. The parties agree to and will cooperate fully with each other in the performance of this Agreement, including without limitation the execution of any additional documents reasonably necessary to the full performance of this Agreement.

5.12 Counterparts. This Agreement may be executed in several facsimile counterparts; each of them when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Just Desserts, Inc.

By: 
Mark Carlson, President CEO & CFO

Triple C Foods, Inc.

By: _____
Thomas Chua, President

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Just Desserts, Inc.

By: _____
President

Triple C Foods, Inc.

By: Thomas Chua
Thomas Chua, President

Exhibit A .

1) "general intangibles" (defined in California Commercial Code section 9106 as meaning "any personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, investment property, rights to proceeds of written letters of credit, and money") including but not limited to:

- a. all of its tradenames, tradename rights, trademarks, trademark rights, copyrights, patents, and all applications therefor, licenses, permits, franchises, and like privileges or rights issued by any governmental or regulatory authority, all know-how, inventions, improvements, and other intellectual property, contract rights, including any and all rights to its Internet world wide web site "www.just desserts.com";
- b. all of its proprietary formulas and recipes;
- c. all of its computer software owned or licensed by Just Desserts, Inc.;
- d. all of its customer lists, customer files, customer data bases, mailing lists and customer leads;
- e. all of its literature, samples, and other promotional and marketing materials;
- f. copies of its accounting records;
- g. all goodwill; and
- h. the right to the corporate name "Just Desserts."

EXHIBIT A
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**ASSIGNMENT AGREEMENT AND
INSTRUCTIONS TO ESCROW AGENT**

This ASSIGNMENT AGREEMENT AND INSTRUCTIONS TO ESCROW AGENT (this "Agreement") is entered as of September 22, 2003 (the "Effective Date"), by and between Triple C. Foods, Inc., a California corporation ("Assignor"), and New Desserts, Inc., a California corporation ("Assignee").

RECITALS

A. Assignor desires to assign, and Assignee desires to accept, all rights of Assignor in and to the assets of Just Desserts, Inc., including its rights under a Purchase Agreement dated August 13, 2003 and an Escrow Agreement dated August 13, 2003, and including the non-exclusive license contained in Paragraph 1.2 of the Purchase Agreement (collectively, the "Assets").

B. The parties wish to set forth their agreement with respect to such assignment and acceptance.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor assigns all its right, title and interest in and to the Assets to Assignee, and Assignee accepts the Assets from Assignor.

2. No Obligations. This Agreement is not an assignment of any obligation of Assignor under or with respect to any of the Assets and Assignee assumes no obligation with respect to any contract, invoice, liability or claim against Assignor.

3. Assignor's Representations and Warranties. Assignor represents and warrants that:

(a) It is a duly incorporated, validly existing corporation under the laws of the state of its incorporation and that it has the corporate power and authority to enter into this Agreement; and

(b) Subject to the final Order of the Bankruptcy Court, Northern District of California, San Francisco Division, approving the sale of the Assets from Just Desserts, Inc. to Assignor, Assignee will receive the Assets free and clear of all security interests, liens and like encumbrances and rights of others.

4. Instructions to Escrow Agent. Assignor hereby authorizes and instructs the Escrow Agent under the Escrow Agreement to prepare a Bill of Sale for the sale of the Assets from Just Desserts, Inc. to Assignee, to be delivered by Just Desserts, Inc. at that Closing under

the Purchase Agreement. Assignor shall deliver an executed copy of this Agreement to the Escrow Agent.

5. Indemnification. Assignor hereby agrees to indemnify and hold harmless Assignee, its directors, officers, agents, successors and assigns from and against any all claims, set-offs, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature whatsoever and from damages, whether compensatory, punitive or otherwise, by or in favor of anyone and from and against any all costs and expenses, including attorneys' fees, at all tribunal levels, resulting from or in connection with the Assets.

6. Miscellaneous. (a) This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. (b) This Agreement may not be modified, waived, supplemented or amended except by a writing signed by a duly authorized representative of each party. (c) This Agreement may not be assigned by either party without the prior written consent of the other party. (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors-in-interest and permitted assigns. (e) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California. (f) In any arbitration, quasi-judicial or administrative proceedings or any action in any court of competent jurisdiction, brought by either party to enforce any of such party's rights or remedies under this Agreement, including any action for declaratory relief, or any action to collect any payment under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all costs and expenses in connection with such action. (g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

TRIPLE C. FOODS, INC.

By: Thomas Chua
Name: THOMAS CHUA
Its: Triple C Foods, President

ASSIGNEE:

NEW DESSERTS, INC.

By: Kostas E. Efthymiadis
Name: Kostas E. Efthymiadis
Its: PRESIDENT