

**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
Jon Stocking Enterprises, Inc.		01/12/2005	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	The Raintree Group, LLC
Street Address:	5846 W. 73rd Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46278
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2449780	AMUSEMINTS
Registration Number:	2374854	BUG BITES
Registration Number:	2113442	BUG BITES
Registration Number:	2042587	ENDANGERED SPECIES BARS
Registration Number:	2707366	ENDANGERMINTS
Registration Number:	2677922	TASTE THERAPY
Serial Number:	75699042	ENDEARMINTS

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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OP \$190.00 2449780

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ATTORNEY DOCKET NUMBER: 11801.0003

NAME OF SUBMITTER: Amanda Pecchioni Thompson

Signature: /apt/

Date: 03/02/2006

Total Attachments: 7  
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") dated as of January 12, 2005 is made and entered into by and among The Raintree Group, LLC, an Indiana limited liability company ("Buyer"), Jon Stocking Enterprises, Inc. (d/b/a The Endangered Species Chocolate Company), an Oregon corporation ("Seller") and Jon Stocking and Holly Stocking (each of whom is hereinafter referred to individually as a "Stockholder" and both of whom are hereinafter referred to collectively as the "Stockholders."

### PRELIMINARY STATEMENT

WHEREAS, Seller is engaged in the business of manufacturing, marketing and selling chocolate and related products in Talent, Oregon (the "Business"); and

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

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer agree to the following terms and conditions.

### ARTICLE I

#### PURCHASE AND SALE OF ASSETS

1.1 Acquired Assets. Seller shall, sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, accept and acquire from Seller, substantially all of the assets of Seller of every kind or character, whether tangible or intangible and wheresoever located, used or useful in the conduct of the Business, including those listed on Schedule 1.1 and including without limitation the following assets of Seller: (a) all equipment and accessories, including, but not limited to: manufacturing equipment, labeling equipment, packaging equipment, office furniture, office equipment, computer equipment and vehicles, (b) all inventory, including, but not limited to: raw materials, work-in-process, finished goods, product inventory, and shipping inventory; (c) all Accounts Receivable; (d) all Intellectual Property used or useful in the Business; (e) all customer lists; (f) all vendor lists; (g) all memberships; (h) all certifications including, but not limited to: Kosher Dairy and Organic certifications; and (i) all subscriptions (collectively, the "Assets").

1.2 Transfer Free of Encumbrances. Seller represents, warrants and agrees that the sale, conveyance, transfer, assignment and delivery by Seller of the Assets to Buyer as provided herein is being made free and clear of all encumbrances, except as otherwise expressly assumed herein.

1.3 Excluded Assets. The following assets of Seller are excluded from this transaction and will not be sold, transferred, assigned, conveyed, set over, or delivered to Buyer:

machinery is in good operating condition and repair (except for ordinary wear and tear) and is in conformity in all respects with all applicable Laws, ordinances, orders, regulations and other requirements.

3.12 Officers, Directors, Stockholders and Employees. Schedule 3.12 contains a true and complete list of all of the officers and directors of Seller specifying their office and annual rate of compensation, a true and complete list of all stockholders, and a true and complete list of all of the employees of Seller as of the date hereof with whom Seller has a written employment agreement or to whom Seller has made oral commitments of employment for a term of more than 30 days which are binding on Seller.

3.13 Employee Benefit Plans. For purpose of this Section 3.13, the term "Benefit Plan" means any plan, program, arrangement, fund, policy, practice or contract, through which or under which Seller provides benefits or compensation to or on behalf of employees or former employees of Seller, whether formal or informal, and whether or not written. "Benefit Plans" shall include any "employee benefit plan" (as defined in Section 3(3) of ERISA), including, but not limited to, any multiemployer plan (as defined in Section 3(37) and Section 4001(a)(3) of ERISA), defined benefit plan, profit sharing plan, stock bonus plan, employee stock ownership plan, or any other plan or program providing deferred compensation, or any plan, fund, program, arrangement or practice providing for deferred compensation, severance pay, medical (including post retirement medical), hospitalization, accident, sickness, disability, or life insurance benefits, and any stock purchase, vacation, scholarship, day care, prepaid legal services, dependent care or other fringe benefit plans, programs, arrangements, contracts or practices. Seller does not have any Benefit Plans, nor has Seller had any Benefit Plan during the past ten (10) years.

3.14 Intellectual Property and Software. All Intellectual Property owned by Seller and used or useful in the Business, including without limitation that which is listed on Schedule 3.14, is owned by Seller, free and clear of all encumbrances, and is not known by Seller to be the subject of any challenge. Seller has full right, power and authority to transfer all rights in the Intellectual Property to Buyer. The Intellectual Property is sufficient to allow Buyer to conduct the Business as presently operated. Seller is not aware of any facts that would invalidate or render any Intellectual Property unenforceable. Except as disclosed on Schedule 3.14, (a) there are no licenses now outstanding or other rights granted to third parties under any Intellectual Property, and (b) Seller is not a party to any agreement or understanding with respect to any Intellectual Property. Except as disclosed on Schedule 3.14, (i) all software used in the Business is assignable to Buyer without the consent or approval of any Person, which has not already been obtained, (ii) there are no unresolved claims made, and there has not been communicated to Seller the threat of any such claim, that any of the Intellectual Property or activities of Seller in connection with the Intellectual Property constitutes unfair competition or is in violation or infringement of any patent, trademark, trade name, service mark, trade dress, right of publicity, copyright or registration therefor, of any other Person and (iii) the Intellectual Property does not infringe the patent, trademark, copyright, trade secret or other proprietary right of any third party. All Intellectual Property filings or recordations of Seller are set forth on Schedule 3.14.

3.15 Contracts. Subject to Section 1.5 of this Agreement, each of the contracts listed on Schedule 3.15 (the "Assigned Contracts") are valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, are in full force and effect,



Asset Purchase Agreement

Schedule 3.14

Intellectual Property

List attached

Licensee of TransFair USA logo

Seller's Quickbooks and Microsoft Office Suite may not be assignable

The Recipes and or formulations for the Following Chocolate Products.

Bat Bar  
Black Panther Bar  
Black Rhino Bar  
Chimpanzee Bar  
Dolphin Bar  
Elephant Bar  
Gorilla Bar  
Grizzly Bar  
Harp Seal Bar  
Manatee Bar  
Orangutan Bar  
Panda Bar  
Peace Crane Bar  
Rainforest Bar  
Salmon Bar  
Sea Turtle Bar  
Tiger Bar  
Wolf Bar  
Polar Bear Bar  
Giraffe Baby Bar  
Koala Baby Bar  
Iguana Baby Bar  
Puffin Baby Bar  
Snow Leopard Baby Bar  
Zebra Baby Bar  
Bug Bites  
Chimp Mints  
Toffee/Praline used in various bars

*Tangible Assets*

**JON STOCKING ENTERPRISES, INC.**

Trademark Report by Mark

COUNT	REFEREN	FILED	APPL	REG	REG#	Print STATUS	1/5/20	Pa CLASS
<b>AMUSEMINTS</b>								
UNITED STATES	75360-16	1/27/19	75/628,898	5/8/2001	2,449,780	REGISTE		30
30 - CHOCOLATE, CHEWING GUM, CANDY AND CANDY MINTS								
<b>BUG BITES</b>								
UNITED STATES	75360-4	2/2/199	75/061,796	11/18/19	2,113,442	REGISTE		30
30 - CHOCOLATE								
UNITED STATES	75360-17	4/23/19	75/689,782	8/8/2000	2,374,854	REGISTE		30
30 - COOKIES, CRACKERS, MACARONI AND CHEESE								
<b>EMPOWERMINTS</b>								
UNITED STATES	75360-13	1/27/19	75/628,866			ABANDO		30
30 - CHOCOLATE, CHEWING GUM, CANDY AND CANDY MINTS								
<b>ENDANGERED SPECIES</b>								
EUROPEAN	575360-200101	6/3/200	003870169			PENDING		30
30 - CANDY								
JAPAN	575360-200102	5/31/20	500982004			PENDING		30
30 - CANDY								
SOUTH KOREA	575360-200103	5/31/20	200424223			PENDING		30
30 - CANDY								
SWITZERLAND	575360-200104	6/1/200	019182004	6/1/2004	524019	REGISTE		30
30 - CANDY								
TAIWAN	575360-200105	5/31/20	093024938			PENDING		30
30 - CANDY								
UNITED STATES	75360-6	5/30/19	75/111,916			ABANDO		5
5 - CHILDREN'S CHEWABLE VITAMINS								
<b>ENDANGERED SPECIES BARS</b>								
UNITED STATES	75360-2	2/25/19	74/494,223	3/11/1997	2,042,587	REGISTE		30
30 - CANDY								
<b>ENDANGERMINTS</b>								
UNITED STATES	75360-10	1/27/19	75/628,867	4/15/2003	2,707,366	REGISTE		30
30 - CHOCOLATE, CHEWING GUM, CANDY AND CANDY MINTS								
<b>ENDEARMINTS</b>								
UNITED STATES	75360-9	5/6/199	75/699,042			SUSPEN		30
30 - CHOCOLATE								
<b>ENJOYMINTS</b>								
UNITED STATES	75360-11	1/27/19	75/628,868			ABANDO		30
30 - CHOCOLATE, CHEWING GUM, CANDY AND CANDY MINTS								
<b>ENRICHMINTS</b>								
UNITED STATES	75360-14	1/27/19	75/628,896			ABANDO		30
30 - CHOCOLATE, CHEWING GUM, CANDY AND CANDY MINTS								



Trademark Report by Mark

COUNT	REFEREN	FILED	APPL	REG	REG#	Print 1/5/2005 STATUS	Pa 2 CLASS
<b>ENTICEMINTS</b>							
UNITED STATES	75360-12	1/27/19	75/628,895			ABANDO	30
30 - CHOCOLATE, CHEWING GUM, CANDY AND CANDY MINTS							
<b>SENTIMINTS</b>							
UNITED STATES	75360-15	1/27/19	75/628,897			ABANDO	30
30 - CHOCOLATE, CHEWING GUM, CANDY AND CANDY MINTS							
<b>TASTE THERAPY</b>							
UNITED STATES	75360-19	4/25/20	76/400,418	1/21/2003	2,677,922	REGISTE	30
30 - CANDY							
END OF						TOTAL ITEMS	18