

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
Kerry, Inc.	FORMERLY GB Seasonings	06/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold Shield Foods, LLC		
Street Address:	6921 South 234th Street		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1432114	GOLD SHIELD	
CORRESPONDENCE DATA			
Fax Number:	(253)859-4459		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2538594565		
Email:	brandmaker@aol.com		
Correspondent Name:	Gold Shield Foods, LLC		
Address Line 1:	6921 South 234th Street		
Address Line 4:	Kent, WASHINGTON 98032		
NAME OF SUBMITTER:	Richard Berg		
Signature:	/richard berg/		
Date:	06/16/2006		

Total Attachments: 9
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SCHEDULE A – PACKAGING EQUIPMENT

1. Two PACKAGE brand equipment lines (TWS-2 and S-750 models)
2. One Tube Nut Former
3. Two Sealing Jaws (PMC1010-II-12) – 1 Pair
4. One Marsh 1000 Inkjet Printer with four heads

19. *Inconsistent Terms.*

In case of conflict among provisions of this Agreement and any sales order or invoice of Kerry, the precedence shall be first, those set forth in this Agreement; and second, to those set forth on the face of the applicable sales order or invoice. Any use by Buyer of its purchase order shall be for convenience of ordering only, and any condition contained therein which is inconsistent with or in addition to the terms and conditions contained in this Agreement and any such sales order or invoice of Kerry is hereby expressly objected to by Kerry.

20. *Savings.*

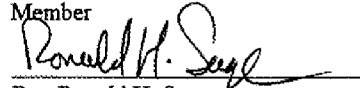
In the event any provision of this Agreement is found to be unenforceable, invalid, or inoperative, such unenforceable provision shall not affect nor impair the validity nor enforceability of any other provisions, which shall remain binding upon the parties according to their terms.

BUYER:

GOLD SHIELD FOODS, LLC



By: Richard C. Berg,
Member



By: Ronald H. Sage,
Member

SELLER:

KERRY INC.

By: 

Title: Finance Director

Date: 6/20/05

related entities, joint venture partners, partners, and agents, and (2) shall apply to Seller regardless of its capacity, e.g. as an owner, operator, investor, lender, or independent contractor involved in any business that is the same, similar, or related to the Business sold to Buyer.

13. *Kerry's Formulae Not Transferred.*

Nothing contained in this Agreement shall be construed as giving Buyer any license or right to the formulae, recipes or other confidential or proprietary information of Kerry (other than the Gold Shield brand and the trademark of the Business referenced in Section 2.1.1).

14. *Expenses.*

Each of the parties hereto will pay its own costs, fees and expenses incurred in connection with this Agreement and the transaction contemplated herein.

15. *Taxes.*

Buyer will be responsible for all sales, use or other transfer taxes on the purchase and sale of the Assets to be Sold, and any such taxes on equipment purchased under Section 3.

16. *Governing Law.*

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of law or similar principles.

17. *Relationship of Parties.*

This Agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. This Agreement shall not create a partnership, joint venture, joint enterprise, or similar relationship between the parties. Seller's relationship with Buyer under this Agreement is that of an independent contractor, neither party shall represent to any person or party that it has any relationship with the other party other than that of independent contractor. Neither party shall have authority to bind the other party unless expressly so authorized in this Agreement or in a writing signed by a designated authorized representative of the party granting such authority. Each party shall at all times be solely responsible for its own employees, including payments owed to or on behalf of employees.

18. *Integration.*

This Agreement represents the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, representations and understandings concerning the subject matter hereof.

manufactured and sold by Seller in the course of the Business; (4) any claims asserting or relating to any infringement or misappropriation of the Trademarks.

10. *Seller Responsibility for Spoils and Short-dated/Out-of-date Food Products.*

Seller agrees that Buyer shall not be responsible for any Food Products as of the Closing Date that are in any distribution or retail channel that are spoiled, out of date (shelf life date has expired), or are short-dated (having a remaining shelf life of less than 50%) (collectively, "Out-of-Date Items"). Seller shall be solely responsible for the cost of removing and/or disposing of Out-of-Date Items that are in the marketplace, including those appearing on store shelves. To the extent that Buyer is charged by customers for removal and/or disposal of Out-of-Date Items, or to the extent of any costs or expenses incurred by Buyer relating to such Out-of-Date Items, including cost of removal or slotting or shelving fees, Buyer may offset such costs against any unpaid purchase price amounts due to Seller under Section 2.

11. *Operation of the Business.*

- 11.1. Between April 1, 2005 and the Closing Date, Kerry has and will continue to conduct and operate the Business in the ordinary course of business, where such action is consistent with the past practices of Kerry and is taken in the ordinary course of the normal day-to-day operations of the Business.
- 11.2. Between April 1, 2005 and the Closing Date, Kerry has and will continue to use its best efforts to maintain the Business.
- 11.3. Until the Closing Date, and through the Transition Period defined in Section 5, Kerry will confer with Buyer concerning operational matters of a material nature regarding the Business, including without limitation acquisition of any additional inventory and raw materials.
- 11.4. Until risk of loss passes to Buyer, Kerry will maintain insurance coverage for the Packaging Equipment and all assets listed in Schedules A and F from any loss or damage. To the extent of any portion of the purchase price paid, Buyer shall be a loss payee and otherwise shall be entitled to those proceeds.
- 11.5. Kerry will not, without the prior consent of Buyer, take any affirmative action or fail to take any reasonable action within its control, as a result of which would cause any loss, damage, or impairment of the Business or any of the Assets to be Sold.

12. *Agreement Not to Compete.*

Seller agrees that for a period of five (5) years from the Closing Date, that it will not engage in any business that is the same, similar, or related to the Business being sold to Buyer within the United States. For purposes of this Section, "Business" means the manufacture, sale, distribution, marketing, or promoting, for itself (e.g., under its brand) or others (e.g., private label), baking nuts for existing customers of the Gold Shield brand. This obligation (1) shall be binding upon Seller, its affiliates, successors, assigns,

violation of any disclosure or warning required under pure food and drug or health safety or environmental laws, regulations or ordinances of any state or other government authority which are applicable to such Food Products, including without limitation, the federal Food Drug and Cosmetic Act ("FD&C Act") as amended and regulations adopted pursuant thereto; are not goods which, if introduced into interstate commerce, would violate Sections 404 or 405 of the FD&C Act; are in compliance the Fair Packaging and Labeling Act and the Consumer Products Safety Act, as amended, and regulations adopted pursuant thereto, if applicable to such shipment or delivery; are in compliance with applicable nutritional labeling requirements, including, but not limited to, CFR Title 21, Parts 101.9(a) through 101.9(c); are safe for human consumption; and are in compliance with all other laws and regulations applicable to Food Products of any state, country, or other entity that are applicable. The foregoing warranties and representations are in addition to, and not substitution of, any warranties that attach or apply by operation of law. In the manufacture of any finished goods and handling of any raw ingredients, Seller has complied with any applicable sanitation requirements under the Good Manufacturing Practices of CFR Title 21, Part 110 or the Code of Practice, General Principles of Food Hygiene. Seller further warrants and represents that to the extent applicable in the manufacturing and packaging of any Food Products, Seller has used metal detectors for ferrous, non-ferrous, and stainless on all lines monitoring finished products.

- 8.2. Except as provided in his Section 8, Buyer acknowledges that it has had the opportunity to conduct its own investigation of the Business, its products and the Assets to be Sold. Buyer acknowledges that neither Kerry, nor any other person, has made any representation or warranty, expressed or implied, as to any matter, including as to the accuracy or completeness of any information regarding the Business or the Assets to be Sold except as expressly set forth in this Agreement, and neither Kerry nor any other person will have or be subject to any liability or other obligation to Buyer or any other person resulting from the distribution to and/or Buyer's use of any such information, including any information made available to Buyer in management presentations or in any other form in anticipation of the transactions contemplated by this Agreement. This provision does not affect nor alter the terms of Section 8.1.

9. *Indemnification.*

Seller shall indemnify, defend and hold harmless Buyer, its owners, officers, employees, agents, subsidiaries or representatives, from and against all claims, losses, damages, liabilities, fines, penalties, assessments, attorneys' fees and related costs and expenses (collectible to "Claims") (1) caused by Seller's failure to comply with any representation or warranty made or to be performed by Seller pursuant to this Agreement, (2) any Claims for personal injury, property loss, or other damages asserted by any third party relating to the purchase, use, or consumption of any Food Products manufactured, distributed, or sold by Seller before the Closing Date and those produced per Section 5; (3) any Claims arising from mislabeling or misbranding of any Food Products

independent contractor, and Kerry shall be responsible for the compensation and other benefits due to such employees.

- 7.3. Kerry will be responsible for the actions of its employees at Buyer's facility and will indemnify and hold harmless Buyer from any injuries suffered by Kerry's employees, but not to the extent caused by the negligence or misconduct of Buyer or its employees.
- 7.4. This Section shall apply to any additional equipment purchased by Buyer per Section 4.

8. *Representations and Warranties of Kerry.*

8.1. Kerry hereby makes the following representations or warranties to Buyer, which representations and warranties are made for the express purpose of inducing Buyer to enter into this Agreement, and shall not be waived because of the inspection by Buyer or its agents of any assets being purchased hereunder, or any due diligence performed by Buyer. The representations and warranties shall continue beyond the Closing Date.

8.1.1 Seller has good and marketable title to all assets being transferred to Buyer, free and clear of all encumbrances, security interests, liens, charges, conditional sales agreements or claims by any person of any kind whether known or unknown. None of the equipment or other tangible assets are subject to any commitment or other arrangement for their sale or use by Seller to any third parties. To the best of Seller's knowledge, the equipment and other tangible assets being transferred to Buyer under this Agreement have no known defects, and are in good operating condition and repair, subject to ordinary wear and tear, and they have been adequate for the uses to which they have been put by Seller in the Business. Seller has disclosed to Buyer that there are problems with the case coder's printing heads, and Buyer acknowledges it is purchasing the case coder in this condition.

8.1.2 Seller owns all rights, title and interest in the tradenames/trademarks "Gold Shield" and all goodwill associated therewith, and no third party claims any interest, right, license, or title in the tradename and trademark being purchased by Buyer, and no claims of infringement have been made against Seller or any affiliated person or entity by any third party. Seller has not licensed or otherwise authorized any third party to use the Trademark.

8.1.3 *Inventory of Raw Material and Finished Goods Set Forth on Schedule F and Used in Filling Buyer's Orders Per Section 5.*

Seller specifically guarantees and warrants that all raw ingredients and finished goods (collectively "Food Products") being purchased by Buyer under Section 2.1.7 (Schedule F) or subject to Section 5 of this Agreement will be in compliance with all federal, state, and local laws and regulations applicable to such Food Products. Without limitation of the foregoing, Seller guarantees and warrants that the Food Products are not adulterated or misbranded within the meaning of or in

4.2. Any additional equipment purchased by Buyer will be disassembled and moved pursuant to Section 7, including payment of any associated costs by Buyer as provided in that Section.

5. *Transition.*

5.1. In addition to the obligations of Section 11, Kerry agrees, following completion of the sale of the Business on June 20, 2005, and prior to removal of the Packaging Equipment, that based upon firm purchase orders from Buyer, Kerry will continue to produce products of the Business for Buyer as set forth in this Section.

5.2. Upon completion of each purchase order, Kerry will invoice Buyer for the product produced, and Buyer shall immediately pay such invoice by cashier's check in accordance with Section 6. In packaging any finished product to fill Buyer's purchase orders, Seller will first utilize the existing inventory being purchased by Buyer, listed in Schedule F. To the extent Seller does not have any existing inventory from Schedule F, it is understood that Kerry will only purchase additional raw materials and packaging based upon firm orders from Buyer. At the time the Packaging Equipment is transferred to Buyer, any finished goods produced by Kerry per Buyer's purchase orders, and any raw materials purchased by Kerry to specifically fill the orders (and not otherwise listed in Schedule F) shall be invoiced to Buyer. Buyer shall pay the invoice by cashier's check.

6. *Pricing.*

The pricing formula for products manufactured by Kerry for Buyer under Section 5 will be direct material and direct labor plus a seventeen percent (17%) manufacturing overhead up-charge. The direct labor cost shall be fixed at twenty cents (\$.20) per pound. Seller will purchase new material only to the extent existing inventory in Schedule F has been exhausted. For example, if material is \$0.50 per pound and labor is \$.20 per pound, the net transfer cost to Buyer would be $(0.50 + .20) \times 1.17 = \$.82$ per pound. Payment terms will be ten (10) days from the date of delivery of products to Buyer. Kerry's obligations under this Section are subject to Section 11.

7. *Disassembly and Removal of Equipment Purchased by Buyer.*

7.1. Kerry's obligation to continue manufacturing for Buyer after June 20, 2005, shall, unless earlier terminated by Buyer, terminate on July 18, 2005, and Buyer shall immediately thereafter make arrangements for the disassembly and removal of the Packaging Equipment from the Plant.

7.2. In the event Buyer requires the assistance of Kerry employees to disassemble and remove the Packaging Equipment and subsequently to reassemble and install the Packaging Equipment in Buyer's facility, Kerry will reasonably consider Buyer's request for such assistance. Buyer will pay to Kerry \$25.00 per hour with respect to each Kerry employee who is involved with the disassembly, removal and reassembly of the Packaging Equipment. The performance of such work by Kerry will be as an

2.1.8 All current usable packaging materials and promotional packaging.

2.2. Kerry shall retain all accounts receivable of the Business and shall retain the liability for all accounts payable of the Business as they exist as of June 20, 2005, or otherwise incurred during Kerry's operation of the Business. Unless expressly agreed to by Buyer as set forth in this Agreement, Buyer does not assume any liabilities or other obligations of Kerry relating to the Business including, without limitation, any employee obligations; payments or commissions due brokers; payments due any suppliers; payments due to any retail customers, including slotting fees or shelving allowances; or other fixed or contingent liabilities. Buyer undertakes, however, to fulfill all open customer orders which are unfilled as of the date hereof relating to the Business.

3. *Purchase Price and Closing Date.*

3.1. In consideration for the sale of the Assets to be Sold by Kerry, Buyer agrees to pay Kerry as follows:

3.1.1 At Closing, \$45,000 as partial payment for the Assets to be Sold other than the finished goods and raw material inventory;

3.1.2 At Closing, fifty percent of the agreed value of the finished goods and raw material inventory (Schedule F), with that amount to be memorialized in a side letter;

3.1.3 On August 19, 2005, \$45,000 to complete payment for the Assets to be Sold other than the finished goods and raw material inventory; and

3.1.4 On August 19, 2005, for the balance of the unpaid agreed value for the finished goods and raw material inventory set forth in the parties' side letter.

3.2. For each payment, Buyer shall make payment by wire transfer in readily available funds to the account designated by Kerry not less than one (1) day prior to the date payment is due.

3.3. The Closing Date shall be June 20, 2005.

4. *Equipment (Other than Packaging Equipment Listed in Exhibit A).*

4.1. If Buyer determines that it has a need for any of the equipment used by Kerry in the Business other than the Packaging Equipment listed in Schedule A, included in the Assets to Be Sold, Buyer will identify such equipment to Kerry, and Kerry will advise Buyer whether it is willing to sell such equipment (and any spare parts, if Buyer is wishing to so purchase) and, if so, the price at which it is willing to sell such equipment (with or without any spare parts). If Buyer elects to proceed with the purchase of such equipment (with or without any spare parts), it shall pay the price thereof by cashier's check made payable to Kerry.

PURCHASE AGREEMENT

This Agreement is made and entered into this 20th day of June, 2005, by and between Gold Shield Foods, LLC ("Buyer") and Kerry Inc., a Delaware corporation, ("Kerry" or "Seller").

1. *The Parties and Intended Transaction.*

- 1.1. Kerry is in the business of packaging and selling nuts for retail sale under the Gold Shield tradename/trademark (the "Business"). Kerry's Business is located at its Kent, Washington facility (the "Plant"). Kerry is willing and desires to sell certain of its assets relating to the Business, including trademarks/tradenames and associated goodwill.
- 1.2. Buyer wishes to purchase the Business of Seller in accordance with the terms of this Agreement.

2. *Purchase of Business and Certain Assets.*

- 2.1. Subject to the conditions contained herein, Buyer agrees to purchase from Kerry, and Kerry agrees to sell to Buyer, the following assets of the Business (the "Assets to be Sold") as they exist on June 20, 2005:
 - 2.1.1 The Gold Shield brand and registered trademark "Gold Shield" and all goodwill associated therewith (the "Trademark");
 - 2.1.2 The packaging equipment and spare parts for such equipment listed on Schedule A attached hereto (the "Packaging Equipment");
 - 2.1.3 The supplier list, as set forth on Schedule B attached hereto,
 - 2.1.4 The purchase agreements with suppliers, as set forth on Schedule C attached hereto;
 - 2.1.5 The broker list by market, as set forth on Schedule D attached hereto;
 - 2.1.6 The customer list and unexpired customer orders, as set forth on Schedule E attached hereto;
 - 2.1.7 The inventory of raw material and finished goods set forth in Schedule F; provided, however, that Buyer shall not be obligated to purchase (a) any raw material that has a remaining shelf life of less than 75% of its original shelf-life period, nor (b) any finished goods that have a remaining shelf life of less than 50% of their original shelf-life period (based on date code). Any certificates of analysis provided to Seller by any supplier of any raw ingredients being acquired under this Agreement shall be provided to Buyer before Closing; and

TRADEMARK