

07-12-2006



103272100

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

7-3-06

1. Name of conveying party(ies):

JUST DESSERTS, INC

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) JUNE 27, 2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NEW DESSERTS, INC
 Internal Address:
 Street Address: 550 85th AVENUE
 City: OAKLAND
 State: CA
 Country: USA Zip: 94621

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other
- Citizenship CALIFORNIA

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)

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

A. Trademark Application No.(s) 73129160, 73129161

B. Trademark Registration No.(s) 1134249, 1134312

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

JUST DESSERTS WORD MARKS

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

Name: IRA HABER
 Internal Address: NEW DESSERTS, INC
 Street Address: 550 85th AVE
 City: OAKLAND
 State: CA Zip: 94621
 Phone Number: 510-764-1256
 Fax Number: 510-228-1800
 Email Address: IHABER@JUSTDESSERTS.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$50.00

- 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:

Ira A. Haber
Signature

6/27/06
Date

IRA A. HABER, PRESIDENT
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

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

07/11/2006 NJAMA1 00000001 73129160

01 FC:8521
02 FC:8522

40.00 DP
25.00 OP

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

This agreement (the "Agreement") is make 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.

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 shall be \$140,000.00 (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:

a. The approval of the terms of this Agreement and the transactions contemplated here, including without limitation the sale of the Assets to BUYER free and clear of all Liens, and

b. A finding that BUYER is a good faith purchaser within the meaning of Section 363 (m) of the Bankruptcy Code.

This purchase agreement, with the exception of the terms of the Non-exclusive License granted to BUYER by SELLER above, shall terminate and all Escrow Funds shall be returned to BUYER in the event that the United States Bankruptcy Court does not approve the sale to BUYER.

4.2. BUYER's Closing Conditions. BUYER's obligations to consummate the transactions contemplated by this Agreement on the Closing Date are subject to the satisfaction or BUYER's waiver of each of the following conditions:

a. SELLER shall not be in breach of any of its representations, warranties or covenants under this Agreement;

b. SELLER shall have obtained the Sale-to-Buyer Order in such form and substance as are reasonably acceptable to BUYER, and such order shall not be subject to appeal, or to any stay of enforcement as of the Closing Date;

c. SELLER and its shareholders shall have executed and delivered the Transfer Instruments as required by Article Two.

4.3 SELLER's Closing Conditions. SELLER's obligations to consummate the transactions contemplated by this Agreement on the Closing Date are subject to the satisfaction or SELLER's waiver of each of the following conditions:

a. BUYER shall not be in breach of any of its covenants under this Agreement;

b. SELLER shall have obtained the Sale-to-Buyer Order in such form and substance as are reasonably acceptable to BUYER, and such orders shall not be subject to appeal, or to any stay of enforcement as of the Closing Date;

ARTICLE FIVE – GENERAL

5.1 Entire Agreement. This Agreement, including any exhibits or schedules hereto, constitutes the entire agreement between the parties and except as herein stated contains all of the representations and warranties of the respective parties with respect to the subject matter hereof; there are no promises, terms, conditions, representations, or warranties, oral or written, express or implied, other than those contained herein. This Agreement may not be modified or amended in any respect except by written instrument duly executed by the parties.

5.2 Rights and Remedies. All remedies and rights of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any rights or remedies provided by law and either party may follow any remedy to which it is entitled concurrently or successively at its option. No waiver by any party of any breach or default shall constitute waiver of any other right to remedy nor shall such waiver constitute a waiver of any subsequent default.

5.3 Governing Law. The construction validity and performance of this Agreement shall be governed in all respects by the state law of California and the federal laws of the United States. All disputes arising in any way out of or affecting this Agreement shall be submitted to arbitration with the American Arbitration Association at San Francisco, California and resolved by the Association's Rules of Commercial Arbitration to which the parties hereto submit. The decision of any arbitration process may be entered as a judgment in any court of competent jurisdiction.

5.4 Force Majeure. Notwithstanding anything to the contrary herein, SELLER will not be liable to BUYER for any delay in delivery or non-delivery of Assets due to causes beyond SELLER's reasonable control, including but not limited to acts of God, acts of civil military authority, war, riots, fires, floods, earthquakes, strikes, lock-outs, delays in transportation, power outages and labor disputes.

5.5 Actions Limitation. Any claim, suit, or other action brought pursuant to this Agreement or with respect to the subject matter hereof will be brought no later than one (1) year after such claim, suit, or action accrues.

5.6 Invalidity. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

5.7 Notice. Any notice, demand, or documents required or permitted to be given hereunder shall be in writing and shall be sufficiently given or made if sent by fax or other recorded transmission. Such notices as follows:

Just Desserts, Inc.
c/o Mr. Mark Carlson
559 85th Avenue
Oakland, California 94621-1304
USA

Triple C Foods, Inc.
Attn: Mr. Thomas Chua and Mrs. Kim Chua
1116 Quesada Ave.
San Francisco, California 94124
USA

Any notice given shall be deemed conclusively to have been given or received when personally delivered or sent by fax or three (3) business days after being mailed.

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

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.

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

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
PAGE 1

**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

FRM02907011assignment03a286274.DOC

1

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:

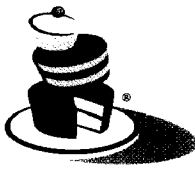
TRIPLE C. FOODS, INC.

By: [Signature]
Name: THOMAS CHUA
Its: Triple C Foods, President.

ASSIGNEE:

NEW DESSERTS, INC.

By: [Signature]
Name: Kostas C. Efthymiadis
Its: PRESDENT



JUST DESSERTS
SAN FRANCISCO • SINCE 1974

June 27, 2006

Mail Stop Assignment Recordation Services
Director of the USPTO
PO Box 1450
Alexandria, VA 22313-1450

To Whom It May Concern:

Attached is our application for assignment of two trademarks from Just Desserts, Inc. to New Desserts, Inc. In addition to the application (PT)-1594) and our check for the applicable fees, I am attaching 2 documents which support the change of ownership.

These documents are as follows:

- Purchase Agreement (dated 8/13/03) which sells all of the assets belonging to Just Desserts, Inc., as identified in Exhibit A of the purchase agreement, to Triple C Foods, Inc. Trademarks of Just Desserts, Inc. were included in Exhibit A.
- Assignment Agreement (dated 9/22/03) assigning all rights acquired by Triple C Foods, Inc., in conjunction with the 8/13/06 purchase agreement, to New Desserts, Inc.

Please advise if you require any additional documentation.

Very truly yours,

Ira A. Haber
President & CEO
New Desserts, Inc.
dba Just Desserts

550 85TH AVENUE OAKLAND, CA 94621
Phone 510.567.2900 *Fax* 510.567.2901
Website WWW.JUSTDESSERTS.COM
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RECORDED: 07/03/2006

TRADEMARK
REEL: 003365 FRAME: 0671