

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abitec Corporation		02/21/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Dorothy Dawson Food Product's, Inc.		
Street Address:	P.O. Box 312		
City:	Jackson		
State/Country:	MICHIGAN		
Postal Code:	49204-0312		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78572542	ORGANIC FAMILY BAKERS	
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Date:	11/21/2006		

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EXECUTION
VERSION

ASSET PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

ABITEC Corporation,
a Delaware corporation,

and

Dorothy Dawson's Food Products, Inc.
a Michigan corporation

[February 21, 2006]

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ASSET PURCHASE AND SALE AGREEMENT

This **ASSET PURCHASE AND SALE AGREEMENT** (this "AGREEMENT") is made and entered into as of February 21, 2006, by and between **DOROTHY DAWSON'S FOOD PRODUCTS, INC.**, a Michigan corporation (the "PURCHASER"), and **ABITEC CORPORATION**, a Delaware corporation (the "SELLER").

BACKGROUND INFORMATION

A. The Seller owns and operates a manufacturing facility (the "FACILITY") located on real property owned by the Seller in Denver, Colorado. The Seller, through its cereformUSA division, manufactures certain dry mix products at the Facility (the "BUSINESS").

B. The Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser certain of the assets of the Seller that are used in connection with the Business upon the terms and conditions set forth herein.

STATEMENT OF AGREEMENT

In consideration of the mutual agreements, covenants, representations and warranties, contained in this Agreement, and intending to be legally bound, the Purchaser and the Seller hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The following terms, as used herein, have the following meanings:

1.1.1 "Affiliate" means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, another Person.

1.1.2 "Agreement" means as defined in the Preamble.

1.1.3 "Assignment and Assumption Agreement" means as defined in Section 5.2.2.

1.1.4 "Assumed Liabilities" means as defined in Section 2.3.

1.1.5 "Bill of Sale" means as defined in Section 5.2.1.

1.1.6 "Business" means the business of the Seller operated through its cereformUSA division for the manufacture, marketing and sale of the Products.

1.1.7 "Closing" means as defined in Section 5.1.

1.1.8 "Closing Date" means as defined in Section 5.1.

- 1.1.9 "Competing Business" means as defined in Section 9.2.1.
- 1.1.10 "Consideration" means as defined in Section 3.1.
- 1.1.11 "Contemplated Transactions" means the transactions contemplated by this Agreement.
- 1.1.12 "Continuing Customers" means as defined in Section 3.1.
- 1.1.13 "Customer List" means as defined in Section 2.1.3.
- 1.1.14 "Customer Value" means as defined in Section 3.1.
- 1.1.15 "Dispute" shall mean any controversy, claim or dispute of whatever nature between the parties arising out of or relating to this Agreement, or the breach thereof.
- 1.1.16 "Excluded Liabilities" means as defined in Section 2.4.
- 1.1.17 "Facility" means as defined in the Background Information.
- 1.1.18 "Fixed Assets" means as defined in Section 2.1.4.
- 1.1.19 "Fixed Assets Statement" means as defined in Section 3.3.1.
- 1.1.20 "Fixed Assets Value" means as defined in Section 3.3.1.
- 1.1.21 "Governmental Body" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- 1.1.22 "Initial Consideration" means as defined in Section 3.1.
- 1.1.23 "Laws" means as defined in Section 6.3.
- 1.1.24 "Lien" means any encumbrance, charge, claim, limitation, condition, equitable interest, mortgage, lien, option, pledge, security interest, easement, encroachment, right of first refusal, adverse claim or restriction of any kind, including any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership, in any case, whether voluntary or involuntary.
- 1.1.25 "Orders" means as defined in Section 6.3.
- 1.1.26 "Permitted Use" means as defined in Section 4.1.
- 1.1.27 "Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or, as applicable, any other entity.

1.1.28 "Products" means all dry mix products, excluding dough conditioners and grain blends, as identified on Schedule 1.1.30.

1.1.29 "Purchased Assets" means as defined in Section 2.1.

1.1.30 "Purchased Formulas" means as defined in Section 2.1.2.

1.1.31 "Purchased Inventory" means as defined in Section 2.1.1.

1.1.32 "Purchased Inventory Statement" means as defined in Section 3.2.1.

1.1.33 "Purchased Inventory Value" means as defined in Section 3.2.1.

1.1.34 "Purchaser" means as defined in the Preamble.

1.1.35 "Retained Assets" means as defined in Section 2.2.

1.1.36 "Seller" means as defined in the Preamble.

1.1.37 "Third Party" means a party that is not a party to this Agreement.

1.1.38 "Total Customer Value" means as defined in Section 3.1.

1.1.39 "Trademark" means the mark Rustco (Registration No. 2273418).

1.1.40 "Trademark Assignment" means as defined in Section 4.7.

1.2 **Headings; References; Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement. The Exhibits and Schedules are a part of this Agreement as if fully set forth herein. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context otherwise requires. All words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa.

ARTICLE II

THE TRANSACTION

2.1 **Description of Purchased Assets.** At the Closing, the Seller shall sell, convey, transfer, assign, set over and deliver to the Purchaser and the Purchaser agrees to purchase, receive and accept the Purchased Assets. The "PURCHASED ASSETS" means all of the Seller's right, title, goodwill and interest in and to only the assets specified below:

2.1.1 The usable inventory of finished Products and raw materials of the Business listed on Schedule 2.1.1 (the "PURCHASED INVENTORY");

2.1.2 The formulas, specifications, and processes, as identified on Schedule 2.1.2, that are required to manufacture the Products (the "PURCHASED FORMULAS");

2.1.3 A list, set forth on Schedule 2.1.3, identifying (i) the names and contact information of customers that purchased any Products from the Seller between September 1, 2002 and December 31, 2005; (ii) the amount of Products purchased by each such customer between September 1, 2004 and August 31, 2005; (iii) the amount that each such customer paid for the Products it purchased between September 1, 2002 and December 31, 2005; and (iv) and the material terms governing the purchase of Products by such customers (the "CUSTOMER LIST") with the Customer List being updated as of the date of Closing;

2.1.4 The machinery, equipment, tooling, trade fixtures, and other fixed or tangible assets specifically listed on Schedule 2.1.4 (the "FIXED ASSETS"); and

2.1.5 A list, attached hereto as Schedule 2.1.5, setting forth the names and contact information of the Seller's raw materials suppliers;

provided, however, that notwithstanding the above, none of the Retained Assets shall be included as Purchased Assets and any asset not specifically identified as a Purchased Asset shall be deemed a Retained Asset.

2.2 Description of Retained Assets. Notwithstanding anything to the contrary contained in Section 2.1 above, the Purchased Assets exclude the following assets, which shall be retained by the Seller (the "RETAINED ASSETS"):

2.2.1 All cash and cash equivalents, including cash on hand or in bank accounts, certificates of deposits, commercial paper and securities and all pre-paid expenses of the Seller;

2.2.2 All receivables and unbilled revenues outstanding as of the Closing Date;

2.2.3 All of the stores of inventory, parts, supplies, finished goods, raw materials and work-in-process located on, or in transit to or from the Facility, and the inventory of finished goods of the Seller within the Seller's distribution system, wherever located, which has not been sold to third parties as of the close of business on the day immediately preceding the Closing Date, other than the Purchased Inventory;

2.2.4 All minute books, stock records, personnel records, Seller's records relating to the negotiation and sale of the Purchased Assets, Seller's records relating to the manufacture, use, advertising, promotion, distribution and sale of the Products prior to the Closing Date and any other records that the Seller is required by law to retain in its possession;

2.2.5 Any and all other assets, rights or interests of the Seller that are not specifically listed as Purchased Assets under Section 2.1 of this Agreement.

2.3 Assumed Liabilities. Effective as of the Closing Date, the Purchaser shall assume and agree to pay, perform, and discharge or cause to be paid, performed and discharged all duties, obligations and liabilities arising out of or in connection with the ownership or use of the Purchased Assets arising and accruing from and after the Closing Date (collectively, the "ASSUMED LIABILITIES").

2.4 Excluded Liabilities. The Seller shall retain any liability that is not one of the Assumed Liabilities, including without limitation (i) all duties, obligations and liabilities arising out of or related to any product of the Business to the extent manufactured prior to the Closing Date, (ii) all duties, obligations and liabilities for accounts payable of the Seller on the Closing Date arising out of its operation or conduct of the Business prior to the Closing Date, and (iii) all duties, obligations and liabilities arising out of or in connection with the ownership or use of the Retained Assets (collectively, the "EXCLUDED LIABILITIES").

ARTICLE III

CONSIDERATION

3.1 Consideration. The total aggregate consideration for the Purchased Assets (the "CONSIDERATION") shall be (i) \$633,000, subject to the conditions and calculated as set forth below; plus (ii) the Purchased Inventory Value, if any; plus (iii) the Fixed Assets Value, if any. At the Closing, the Purchaser shall deliver a non-refundable sum of \$316,500 (the "INITIAL CONSIDERATION") to the Seller in accordance with Section 5.3.1. Each customer identified on the Customer List who purchased Products in 2005, other than those customers that are known as of the Closing Date to not be repeat customers in 2006 and those customers who did not generate a positive gross margins in 2005, shall be assigned a monetary value (each, a "CUSTOMER VALUE") on Schedule 3.1. The Customer Value of a customer shall equal the gross margin generated by that customer during 2005. The sum of all Customer Values set forth on Schedule 3.1 shall be defined as the "TOTAL CUSTOMER VALUE". The Purchaser shall provide the Seller with a written notice no more than 140 days after the Closing Date identifying those customers for which a Customer Value was established that submitted a purchase order to the Seller during the 120-day period after the Closing Date ("CONTINUING CUSTOMERS"). If less than 100 percent of the customers for which a Customer Value was established remain Continuing Customers, then the Purchase Price shall be adjusted downward so that the final Purchase Price shall equal the total Customer Value of the Continuing Customers divided by the Total Customer Value times \$633,000. Notwithstanding the immediately preceding sentence, in no event shall the Purchase Price be reduced below the Initial Consideration amount. The difference between the adjusted Purchase Price and the Initial Consideration, if any, shall be payable by the Purchaser within 150 days of the Closing Date by wire transfer of immediately available funds to an account of the Seller or its Affiliate, as specified by the Seller. The Seller shall have the right to audit the records of the Purchaser to verify the Total Customer Value of the Continuing Customers. Any Dispute relating to the adjustment to the Purchase Price shall be resolved in accordance with Section 12.2.

3.2 Inventory Valuation.

3.2.1 On or immediately prior to the Closing Date, the Seller shall conduct a physical inventory of the Purchased Inventory. At its option, the Purchaser may be present at and observe such physical inventory. Immediately thereafter, the Seller shall prepare a statement (the "PURCHASED INVENTORY STATEMENT"), setting forth the aggregate fair market value of the Purchased Inventory as of the Closing Date (the "PURCHASED INVENTORY VALUE"). The Purchased Inventory Statement shall be delivered to the Purchaser on or prior to the Closing

Date. For purposes of this Agreement, the "PURCHASED INVENTORY VALUE" shall be determined by the mutually agreed upon valuation methodology described in Exhibit A.

3.2.2 As soon as reasonably practicable after its receipt from the Seller of the Purchased Inventory Statement, the Purchaser shall notify the Seller of the Purchaser's agreement or disagreement with the Purchased Inventory Value. Notwithstanding anything else contained in this Agreement, the Purchaser may dispute the Purchased Inventory Value only on the basis of a mathematical error in a computation of the Purchased Inventory Value or the Purchased Inventory Value not having been calculated in accordance with Exhibit A. The Purchaser's notice of objection shall specify in reasonable detail the basis for the objections set forth therein. If the Purchaser elects to dispute the Seller's determination of the Purchased Inventory Value, the Dispute shall be resolved in accordance with the dispute resolution process set forth in Section 12.2 below. If such written notice is not received by the Seller on or prior to the Closing Date, the Purchaser shall be deemed to have accepted the Seller's determination of the Purchased Inventory Value. Unless the Purchaser disputes the Purchased Inventory Value in accordance with this Section 3.2.2, the Purchased Inventory Value shall be payable on the Closing Date pursuant to Section 5.3.1.

3.3 Fixed Assets Valuation.

3.3.1 At least 20 days prior to the Closing Date, Seller shall prepare a statement (the "FIXED ASSETS STATEMENT"), setting forth the aggregate net book value of the Fixed Assets as of the Closing Date, plus any and all costs associated with the disassembly and transport of such Fixed Assets (the "FIXED ASSETS VALUE"). For purposes of this Agreement, the "FIXED ASSETS VALUE" shall be determined by the mutually agreed upon valuation methodology described in Exhibit B.

3.3.2 Within 3 business days after receipt from the Seller of the Fixed Assets Statement, the Purchaser shall notify the Seller of the Purchaser's agreement or disagreement with the Fixed Assets Value. Notwithstanding anything else contained in this Agreement, the Purchaser may dispute the Fixed Assets Value only on the basis of a mathematical error in a computation of the Fixed Assets Value or the Fixed Assets Value not having been calculated in accordance with Exhibit B. Purchaser's written notice of objection shall specify in reasonable detail the basis for the objections set forth therein. If the Purchaser elects to dispute the Seller's determination of the Fixed Assets Value, the Dispute shall be resolved in accordance with the dispute resolution process set forth in Section 12.2 below. If such written notice is not timely received by the Seller, the Purchaser shall be deemed to have accepted the Seller's determination of the Fixed Assets Value. Unless the Purchaser disputes the Fixed Assets Value in accordance with this Section 3.3.2, the Fixed Assets Value shall be payable on the Closing Date pursuant to Section 5.3.1.

3.4 Purchase Price Allocation. The Consideration shall be allocated pursuant to Schedule 3.4, which the Purchaser and the Seller shall mutually prepare. The Seller and the Purchaser agree to cooperate in finalizing the preparation of such allocation before March 31, 2006 and shall include such allocation as Schedule 3.4 to this Agreement. All costs associated with appraisals necessary to the preparation of such allocation shall be borne by the Purchaser.

Such allocation shall be used for all purposes, including preparation and filing of Internal Revenue Service Form 8594.

3.5 Apportionments at Closing. The following items of cost and expense relating to the Purchased Assets or the Business shall be prorated between the Seller and the Purchaser on the basis of a 365-day year (or, as applicable, 366-day year) or other applicable billing or payment cycle, so that the Seller shall be charged with and have the benefit of such items accrued through the day immediately preceding the Closing Date and the Purchaser shall be charged with and have the benefit of such items from and after the Closing Date:

3.5.1 Any item of prepaid expense identified on Schedule 3.5.

The apportionments described in this Section 3.5 will be determined (to the extent reasonably possible) at (or within 30 days after) the Closing and netted, and the party owing the net amount so determined shall make payment of such amount to the other party (i) at (or within 30 days after) the Closing in the case of amounts then determined, and otherwise (ii) within 90 days after the Closing, net of apportionments previously paid as aforesaid.

ARTICLE IV

TRADEMARK

4.1 Grant of License to Use the Trademark. In consideration of the faithful performance by the Purchaser of the covenants and conditions contained herein and subject to the termination provisions set forth herein, the Seller hereby grants, effective as of the Closing Date, to the Purchaser an exclusive license and privilege to use within the United States, Canada, and Mexico the Trademark on and in connection with the manufacture, sale, distribution and promotion of the Products as described in IC 030 as dry mixes for bakery goods (the "PERMITTED USE"), so long as the Purchaser meets the quality control standards set forth in Section 4.6 hereof. The license to be granted hereunder shall be royalty free and no additional consideration is required for the granting of the license other than that set forth in Section 3.1.

4.2 Ownership of the Trademark. The Purchaser acknowledges the Seller's exclusive right, title, and interest in and to the Trademark, and that all use of the Trademark licensed hereunder inures to the benefit of the Seller. The Purchaser shall not register or attempt to register the Trademark. The Purchaser shall not at any time do or cause to be done any act or thing contesting, challenging, impugning, attacking, diluting, impairing, or otherwise injuring any part of such right, title, and interest. No right, title, or interest in the Trademark, except the license interest granted by this Agreement, is transferred to the Purchaser by virtue of the license granted herein.

4.3 Use of the Trademark. The Purchaser shall not in any manner represent that it has any ownership in the Trademark. The Purchaser shall only use the Trademark as specifically provided in this Agreement. The Purchaser shall promote Products bearing the Trademark only in such a manner as will promote and enhance the goodwill, consumer acceptance, and recognition that attach to the Trademark.

4.4 **Consumer Complaints.** The Purchaser shall, in connection with its duty to use the Trademark so as to promote the continuing goodwill thereof, give timely attention and take necessary action to satisfy all legitimate customer complaints brought against the Purchaser in connection with the Products using the Trademark. The Purchaser shall give the Seller timely notice of all complaints that might affect the good standing of the Trademark or the reputation of the Seller and also of any complaints that might result in legal action.

4.5 **Infringement.** Should the Purchaser become aware of any infringement by others of the Trademark, whether occurring after the date of this Agreement and before the Closing, or after the Closing but before the Trademark is assigned to the Purchaser, the Purchaser shall give prompt written notice thereof to the Seller. The Seller, at its sole discretion, and at its sole cost, may commence and prosecute any claims or suits in its own name or the name of the Purchaser, or join the Purchaser as a party thereof, but it is understood and agreed that the Seller is under no obligation whatsoever to institute suit or take any action on account of such infringements. The Purchaser shall cooperate fully with the Seller in any such action. In the event the Seller elects not to institute suit or take any action on account of such infringement, it shall immediately notify the Purchaser in writing and the Purchaser may institute any suit or take any action on account of any such infringement, any time after giving the Seller 10 days written notice that the Purchaser intends to take action with respect to such infringement. In the event any claim or action shall be brought against the Seller and/or the Purchaser alleging that the Trademark infringes any third party's mark, the Seller shall have the sole right to take control of any such action, including but not limited to defending or settling any such claim or action, and the Purchaser expressly agrees that it will not settle or take any action in connection with such claim or action without the prior written consent of the Seller. The Purchaser shall cooperate fully with the Seller in any such action. The Seller shall bear the entire cost of defending any such infringement action brought by a third party against the Purchaser for exercising its rights under this Agreement and shall indemnify and hold the Purchaser harmless thereon.

4.6 **Quality of the Products.** The Purchaser acknowledges that it is an essential condition of this Agreement that it protect the high reputation enjoyed by the Seller. The Products sold, promoted, or advertised in association with the Trademark shall be of high standard and of such style, appearance, and quality as to protect and enhance the Trademark and the goodwill pertaining thereto and shall be manufactured, sold, distributed, and promoted in accordance with all applicable foreign, federal, state, and local laws.

4.7 **Termination of License.** As soon as reasonably practicable after the Closing, the Seller shall file two new trademark applications with the United States Patent and Trademark Office to split the existing registration of the Trademark (U.S. Reg. No. 2273418) including two separate registrations for International Class 030 ("IC 030"), one of which shall apply solely to the Permitted Use and the other for icings, frostings, and custard-based fillings. Immediately after the Seller obtains Certificates of Registration for the two new trademark applications, the Seller shall terminate the existing registration of the Trademark and assign to the Purchaser the new trademark registration for the Permitted Use by delivering to the Purchaser an executed version of the trademark assignment attached hereto as Exhibit B (the "TRADEMARK ASSIGNMENT"). In addition, the Seller shall deliver to the Purchaser a consent agreement signed by the owner and any licensee of the Trademark other than the Purchaser which acknowledges

and consents to the use of the Trademark for the Permitted Use by the Purchaser attached hereto as Exhibit F (the "CONSENT AGREEMENT"). Upon the Purchaser's receipt of the Trademark Assignment executed by the Seller, the license granted by Section 4.1 shall terminate and be of no further force or effect. Seller shall bear the cost of prosecuting the applications to obtain two separate registrations as contemplated hereunder as well as any costs associated with the negotiation, preparation and execution of the Trademark Assignment and the Consent Agreement.

ARTICLE V

CLOSING

5.1 Closing and Closing Date. The closing of the sale and purchase of the Purchased Assets contemplated by this Agreement (the "CLOSING") shall take place at the offices of Frost Brown Todd LLC on March 31, 2006 (the "CLOSING DATE"), or on such other date or at such other location as is mutually agreed to in writing by the parties.

5.2 Deliveries by the Seller. At the Closing, the Seller shall deliver to the Purchaser:

5.2.1 A duly executed bill of sale for all of the Purchased Assets in the form attached hereto as Exhibit D (the "BILL OF SALE");

5.2.2 A duly executed assignment and assumption agreement evidencing the Purchaser's assumption of the Assumed Liabilities in the form attached hereto as Exhibit E (the "ASSIGNMENT AND ASSUMPTION AGREEMENT");

5.2.3 Such other duly executed bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by the Purchaser;

5.2.4 A duly executed certificate of an officer of the Seller certifying to the incumbency and signatures of the officers of the Seller executing this Agreement and any other document relating to the Contemplated Transactions; and

5.2.5 A certified copy of a resolution of the Board of Directors of the Seller authorizing the transaction contemplated by this Agreement and indicating the appropriate officer or officers who are authorized to sign the documentation necessary to effectuate the transaction.

5.2.6 Certificates evidencing the fact that the Seller is in Good Standing under the laws of the States of Delaware, Ohio, and Colorado.

5.2.7 Such other duly executed agreements, instruments or documents as are customary in transactions similar to the Contemplated Transactions and as may be reasonably be requested by the Purchaser in order to carry out the intent and purpose of this Agreement and the Contemplated Transactions.

5.3 **Deliveries by the Purchaser.** The Purchaser shall deliver to the Seller at the Closing:

5.3.1 The Initial Consideration, the Purchased Inventory Value and the Fixed Assets Value by wire transfer of immediately available funds to an account of the Seller or its Affiliate, such account to be specified in writing by the Seller to the Purchaser at least two business days prior to the Closing Date;

5.3.2 Duly executed counterparts of the Bill of Sale and the Assignment and Assumption Agreement;

5.3.3 Any other duly executed bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by the Seller;

5.3.4 A duly executed certificate of an officer of the Purchaser certifying to the incumbency and signatures of the officers of the Purchaser executing this Agreement and the Contemplated Transactions; and

5.3.5 A certified copy of a resolution of the Board of Directors of the Purchaser authorizing the transaction contemplated by this Agreement and indicating the appropriate officer or officers who are authorized to sign the documentation necessary to effectuate the transaction.

5.3.6 Certificate indicating that the Purchaser is in Good Standing under the laws of the State of Michigan.

5.3.7 Such other duly executed agreements, instruments or documents as are customary in transactions similar to transactions covered by this Agreement and as may be reasonably requested by the Seller in order to carry out the intent and purpose of this Agreement and the Contemplated Transactions.

5.4 **Conditions to Each Party's Obligations Under this Agreement.** The respective obligations of each party under this Agreement will be subject to the fulfillment at or prior to the Closing of the following condition: no injunction, restraining order or other ruling or order issued by any court of competent jurisdiction or Governmental Authority or other legal restraint or prohibition preventing the consummation of the transactions contemplated hereby will be in effect.

5.5 **Conditions to the Obligations of the Purchaser Under this Agreement.** The obligations of the Purchaser under this Agreement will be further subject to the satisfaction, at or prior to the Closing, of the following conditions:

5.5.1 The representations and warranties of the Seller contained in this Agreement shall be true and correct as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties relate to an earlier date, in which case as of such earlier date), except to the extent that any inaccuracies, in the aggregate, would not reasonably be expected to have a material adverse effect on the Purchased Assets, taken as a

whole (without giving effect to any materiality limitations contained in such representations and warranties).

5.5.2 All notices to, and permits, authorizations, approvals, consents and waivers from, any governmental agencies and all third party consents required in order to consummate the transactions contemplated hereby shall have been made or obtained in form and substance acceptable to the Purchaser except for such consents, waivers, approvals or authorizations which the failure to obtain, or such filings or notices which the failure to make, would not have a material adverse effect on the Purchased Assets.

5.5.3 All documents required to be delivered by the Seller pursuant to Section 5.2 shall have been delivered.

5.5.4 Purchaser shall have conducted a due diligence review reasonably satisfactory to the Purchaser of the business, financial and legal aspects of the Seller, the Business, and the Purchased Assets. The Seller shall provide the Purchaser with an aged receivables list within 10 days of the date of this Agreement to assist the Purchaser in its due diligence review.

5.5.5 Before the Closing Date, Seller shall not have incurred, or be threatened with, a material liability or casualty that would materially impair the value of the Purchased Assets or the Business.

5.5.6 No proceeding or investigation shall have been instituted before or by any court or governmental body (a) to restrain or prevent the carrying out of the transactions contemplated by this Agreement; or (b) that might affect Purchaser's right to own, operate, and control the Purchased Assets after the Closing Date.

5.5.7 Purchaser shall have received UCC lien searches in form and content satisfactory to the Purchaser.

5.5.8 Purchaser's legal counsel shall review and reasonably approve any existing license agreements involving the Trademark.

5.5.9 Purchaser's legal counsel shall reasonably approve all legal matters and the form and substance of all documents that Purchaser and Seller are to deliver at the Closing.

5.5.10 Each of the covenants, agreements and obligations to be performed by the Seller on or before the Closing Date pursuant to the terms hereof shall have been duly performed on or prior to the Closing Date.

5.6 Conditions to the Obligations of the Seller Under this Agreement. The obligations of the Seller under this Agreement will be further subject to the satisfaction, at or prior to the Closing, of the following conditions:

5.6.1 The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties relate to an earlier date, in which case

as of such earlier date), except to the extent that any inaccuracies, in the aggregate, would not reasonably be expected to have a material adverse effect on the Purchaser or its ability to consummate the Contemplated Transactions (without giving effect to any materiality limitations contained in such representations and warranties).

5.6.2 Each of the covenants, agreements and obligations to be performed by the Purchaser on or before the Closing Date pursuant to the terms hereof shall have been duly performed on or prior to the Closing Date.

5.6.3 All notices to, and permits, authorizations, approvals, consents and waivers from, any governmental agencies and all third party consents required in order to consummate the transactions contemplated hereby shall have been made or obtained in form and substance acceptable to the Seller except for such consents, waivers, approvals or authorizations which the failure to obtain, or such filings or notices which the failure to make, would not have a material adverse effect on the Purchaser.

5.6.4 All documents required to be delivered by the Purchaser pursuant to Section 5.3 shall have been delivered.

5.6.5 Seller's legal counsel shall reasonably approve all legal matters and the form and substance of all documents that Purchaser and Seller are to deliver at the Closing.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Purchaser as follows:

6.1 **Due Organization; Qualification.** The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has its principal place of business in Ohio, and is duly qualified or otherwise authorized as a foreign corporation to transact business and is in good standing in the State of Colorado and the State of Ohio.

6.2 **Corporate Authority; Enforceability.** The execution, delivery and performance of this Agreement by the Seller have been duly authorized by the Board of Directors of the Seller and no further corporate action is required. This Agreement has been, and the agreements and instruments to be executed and delivered by the Seller hereunder when delivered will be, duly executed and delivered by the Seller. This Agreement constitutes, and upon execution and delivery by the Seller such other agreements and instruments will constitute, the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law).

6.3 **Compliance with Laws, Etc.** Except as set forth on Schedule 6.3, the Seller is not in material violation of any applicable order, judgment, injunction, award, decree or writ (collectively, "ORDERS"), or any applicable law, statute, code, ordinance, regulation or other requirement (collectively, "LAWS"), of any Governmental Body, that relate to or materially

adversely affect the Purchased Assets and the Seller has not received written notice that any such material violation is being or may be alleged regarding its operation of the Business or manufacture of the Products at the Facility. No investigation or review by any Governmental Body with respect to the Seller's manufacture of Products at the Facility is pending or, to the Seller's knowledge, threatened, and the Seller has not received any written notice of any intention by any Governmental Body to conduct the same.

6.4 No Conflict. Except as set forth on Schedule 6.4, the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions, in and of themselves, will not (a) violate any provision of the Certificate of Incorporation or Bylaws of the Seller; (b) require the Seller to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Body or any other person, (c) violate any Order of any Governmental Body against, or binding upon, the Seller or upon its respective properties or business; or (d) violate any Law of any Governmental Body.

6.5 Title to Purchased Assets. Except as set forth on Schedule 6.5, the Company owns outright and has good and marketable title to the Purchased Assets, in each case free of any Lien, except for Liens securing taxes, assessments, governmental charges or levies, or the claims of mechanics, workmen, repairmen, carriers, landlords and like persons, arising or incurred in the ordinary course of business and all of which are not yet due and payable or are being contested in good faith, so long as such contest does not involve any substantial danger of the sale, forfeiture or loss of any asset or property that is material to the business of the Company. There are no pending, or to the Seller's knowledge, threatened or proposed tax adjustments or deficiencies with respect to any previously filed tax return or report which related to the Seller's operation of the Business at the Facility or to the Purchased Assets.

6.6 Trademark Ownership and Infringement. The Seller owns the Trademark and the registration (Registration No. 2273418) is valid and current, and the Trademark is not subject to any interest that is in conflict with the provisions of this Agreement. Except as set forth on Schedule 6.6, (i) the Seller has not received written notice of any threat or claim of infringement regarding the Trademark, which could have a material adverse effect on the condition (financial or otherwise), properties, business or operations of the Purchased Assets, and (ii) to the Seller's knowledge, no Person or entity is infringing the Trademark.

6.7 Fees or Commissions. The Seller (including its officers and employees) has not employed any broker, agent or finder or incurred any liability for any brokerage fees, agent's commissions or finder's fees or other similar obligations in connection with this Agreement and the Contemplated Transactions.

6.8 No Insolvency. No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting the Seller or any of its assets is pending or, to Seller's knowledge, threatened.

6.9 No Adverse Changes. Except as otherwise disclosed in Schedule 6.9, since January 1, 2006 there has not been any occurrence, condition, or development that has adversely

affected, or is likely to adversely affect, Seller, its operations, the Business, or the Purchased Assets.

6.10 Material Contracts. Except for contracts or commitments listed on Schedule 6.10, Seller is not a party to nor bound by any agreement or commitment that affects the Business or the Purchased Assets.

6.11 Condition of Purchased Assets. The Purchased Inventory is in good condition, not obsolete, and is usable or saleable in the usual and ordinary course of the Business.

6.12 Taxes. Seller has filed all of its tax returns and reports on a timely basis, there are no federal, state or local tax liens or encumbrances outstanding of any nature against the Purchased Assets or the Business, nor are there any unpaid taxes or tax liens of any nature that would affect the transaction contemplated by this Agreement.

6.13 Product Liability. To Seller's knowledge, no defects or deficiencies exist in any of the Products made or sold by Seller before the Closing, or in any of the Purchased Inventory, that could give rise to any liabilities or claims by any person or entity for breach of warranty, product liability, negligence, tort, toxic tort, or similar liabilities or claims.

6.14 Knowledge of the Seller. References in this Agreement to the "Seller's knowledge" mean the actual knowledge of the persons identified on Schedule 6.14, without independent investigation. No constructive or imputed knowledge shall be attributed to any such individual by virtue of any position held, relationship to any other Person or for any other reason.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller as follows:

7.1 Organization. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, has its principal place of business in Michigan, and is duly qualified or otherwise authorized as a foreign corporation to transact business and is in good standing in the State of Michigan.

7.2 Corporate Authority; Enforceability. The execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by the Board of Directors of the Purchaser and no further corporate action is required. This Agreement has been, and the agreements and instruments to be executed and delivered by the Purchaser hereunder when delivered will be, duly executed and delivered by the Purchaser. This Agreement constitutes, and upon execution and delivery by the Purchaser such other agreements and instruments will constitute, the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law).

7.3 **No Conflict.** Except as set forth on Schedule 7.3, the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions will not (a) violate any provision of the Certificate of Incorporation or Bylaws of the Purchaser; (b) require the Purchaser to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Body or any other person, (c) violate any Order of any Governmental Body against, or binding upon, the Seller or upon its respective properties or business; or (d) violate any Law of any Governmental Body.

7.4 **Fees or Commissions.** The Purchaser (including its officers and employees) has not employed any broker, agent or finder or incurred any liability for any brokerage fees, agent's commissions or finder's fees or other similar obligations in connection with this Agreement and the Contemplated Transactions

ARTICLE VIII

DISCLOSURE; "AS IS, WHERE IS" TRANSACTION

"AS IS" AND "WHERE IS" TRANSACTION. Notwithstanding anything herein to the contrary, the Purchaser acknowledges and agrees that the Purchaser is acquiring the Purchased Assets based on the results of its inspections and investigations, and not on any representation or warranty of the Seller that is not expressly set forth in this Agreement. The Purchaser acknowledges and agrees that the Purchased Formulas are not protected by any form of intellectual property law. The Purchaser and the Seller acknowledge and agree that, with respect to the physical condition of the tangible Purchased Assets and the uses thereof, including but not limited to the condition and uses of the Purchased Inventory, the Seller has made no representations or warranties, express or implied, other than those stated in this Agreement, and that the Purchaser shall accept all Purchased Assets on an "AS IS, WHERE IS" basis. ALL WARRANTIES THAT MAY BE IMPLIED UNDER STATE LAW, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. The Purchaser and the Seller agree that the Consideration reflects that the Purchased Assets are sold by the Seller and purchased by the Purchaser subject to the foregoing. This Article VIII shall survive the Closing of this Agreement and the transactions contemplated by this Agreement.

ARTICLE IX

COVENANTS

9.1 **Public Announcement.** The Seller and the Purchaser shall agree with each other as to the form, timing and substance of any public announcement related to this Agreement or the Contemplated Transactions, such agreement not to be unreasonably withheld or delayed, and consult with each other as to the form, timing and substance of other public disclosures related hereto; provided, however, that nothing contained herein shall prohibit either party without the agreement of the other party from making any disclosure required by law or as such party deems necessary under federal or state securities laws.

9.2 Noncompetition.

9.2.1 For a period of two years after the Closing Date, the Seller shall not, anywhere in the United States, Canada, or Mexico, directly or indirectly invest in, own, manage, operate, finance, control, advise, render services to or guarantee the obligations of any Person engaged in or planning to be engaged in the manufacture or sale of the Products or other products substantially similar to the Products (a "COMPETING BUSINESS"), provided, however, that the Seller may purchase or otherwise acquire up to (but not more than) 10% of any class of securities of any Person (but may not otherwise participate in the activities of such Person) if such securities are listed on any international, national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934, as amended.

9.2.2 If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in this Section 9.2 is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 9.2 will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Section 9.2 is reasonable and necessary to protect and preserve the Purchaser's legitimate business interests and the value of the Purchased Assets and to prevent any unfair advantage conferred on the Seller.

9.3 Customer and Other Business Relationships.

9.3.1 Prior to the Closing Date, the Seller shall (i) provide the Purchaser with reasonably available information in its possession that relates to the Business so that the Purchaser can effectively assume the sales of the Business and (ii) notify its customers that it is in negotiations with the Purchaser for the sale of the Business and that the Purchaser will be able to service the needs of its customers in the future.

9.3.2 From and after the date of this Agreement, the Seller will operate the Business and maintain the Purchased Assets in the ordinary course in a manner consistent with past practices, and after the Closing, the Seller will cooperate with the Purchaser in its efforts to continue and maintain for the benefit of the Purchaser those business relationships of the Seller existing prior to the Closing and relating to the Purchased Assets to be acquired by the Purchaser at the Closing and the Business to be operated by the Purchaser after the Closing, including relationships with lessors, employees, regulatory authorities, licensors, customers, suppliers and others, and the Seller will satisfy the Excluded Liabilities in a manner that is not detrimental to any of such relationships. Seller will refer to the Purchaser all inquiries relating to such Business and the Products. Neither the Seller nor any of its officers, employees, agents or shareholders shall take any action that would tend to diminish the value of the Purchased Assets after the Closing.

9.4 Purchase Price Adjustment Period Obligations.

9.4.1 For a period of 120 days after the Closing Date, the Purchaser shall not charge any customer, for which a Customer Value is established, a price for a Product that exceeds the price set forth on Schedule 9.4.1 for such Product, unless the price increase is reasonably justified by freight expenses or extraordinary increases in the price of raw materials. The Purchaser shall use its commercially reasonable best efforts during the 120-day period after the Closing Date to solicit purchase orders from those customers which have been assigned a Customer Value. Anything contained herein to the contrary notwithstanding, the provisions of this Section 9.4.1 shall not apply to customers whose gross margins in 2005 were negative.

9.4.2 During the 120-day period after the Closing Date, the Seller shall provide the Purchaser with up to 40 hours per week of commercial and technical consulting to assist in the transition of the Business. The Seller's sole compensation for its provision of such services shall be the Purchaser's reimbursement of reasonable out-of-pocket expenses incurred by the Seller in performing such services.

9.5 **Consent Agreement.** Upon Seller's request, Purchaser shall deliver to Seller a consent agreement signed by Purchaser which acknowledges and consents to any use of the Trademark that does not include the Permitted Use by any other licensee of the Trademark.

9.6 **Further Assurances.** After the Closing, each party will, at the other party's reasonable request from time to time and without further consideration, execute and deliver or cause to be executed and delivered to such other party such other instruments, documents of sale, transfer, conveyance, assignment and confirmation and take such other actions as the party may reasonably request to carry out and effectuate the provisions of this Agreement and the Contemplated Transactions.

ARTICLE X

TERMINATION AND ABANDONMENT

10.1 **Termination.** This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing as provided below:

10.1.1 The Purchaser and the Seller may terminate this Agreement by mutual written consent.

10.1.2 The Purchaser may terminate this Agreement by giving written notice to the Seller in the event the Seller has breached any representation, warranty, covenant or agreement contained in this Agreement in any material respect and such breach has not been cured within 15 days after notice is given by the Purchaser to the Seller of such breach.

10.1.3 The Seller may terminate this Agreement by giving written notice to the Purchaser in the event the Purchaser has breached any representation, warranty, covenant or agreement contained in this Agreement in any material respect and such breach has not been cured with 15 days after notice is given by the Seller to the Purchaser of such breach.

10.1.4 The Seller may terminate this Agreement if the Closing shall not have occurred on or before April 30, 2006, by reason of the failure of any condition precedent under Sections 5.4 or 5.6 of this Agreement.

10.2 **Limitations; Effect of Termination.** If a party terminates this Agreement pursuant to Section 10.1, all rights and obligations of the parties hereunder and any third party beneficiaries shall terminate and there shall be no liability on the part of any party to any other party under this Agreement, except that nothing herein shall relieve any party from liability for any breach of this Agreement prior to such termination.

ARTICLE XI

SURVIVAL PERIODS

11.1 **Survival of Representations and Warranties.** Except as otherwise set forth herein, all representations and warranties set forth in Articles VI and VII shall expire one year from the Closing Date.

ARTICLE XII

MISCELLANEOUS

12.1 **Expenses.** The Purchaser and the Seller shall each pay their own expenses incidental to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereunder, whether or not such transactions are consummated.

12.2 **Dispute Resolution.**

12.2.1 The parties shall attempt in good faith to promptly resolve any Dispute by negotiation between executives of each party who have authority to settle the controversy. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within 7 days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice and the response shall include a statement of such party's position and a summary of arguments supporting the position, and the name and title of the executive who will represent the party and any other person who will accompany the executive. Within 15 days after delivery of the disputing party's notice the executives shall meet at a mutually acceptable time and place, and thereafter as often as they deem reasonably necessary to resolve the Dispute.

12.2.2 If the Dispute has not been resolved within 45 days after the disputing party's initial notice, or if the parties fail to meet within 30 days of such notice either party may submit such Dispute, after providing written notice to the other party (the "Arbitration Notice"), to arbitration in Toledo, Ohio.

12.2.3 The arbitration shall be in accordance with the American Arbitration Association's Commercial Arbitration Rules.

12.2.4 The parties shall jointly select a single arbitrator who shall have the authority to hold hearings and to render a decision in the Dispute.

12.2.5 The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided, however, that each party shall pay for and bear the cost of its own experts, evidence and legal counsel. Both parties agree to use their best efforts to cause a final decision to be rendered with respect to the matter submitted to arbitration within 60 days after its submission. Except as otherwise required by law, the parties and the arbitrator agree to keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Dispute.

12.2.6 Each party shall be entitled to seek injunctive relief at any time to preserve its property rights and/or to protect its competitive position.

12.3 **Notices.** All notices and other communications hereunder will be in writing and will be deemed given upon the earlier of delivery thereof if by hand or upon receipt if sent by mail (registered or certified mail, postage prepaid, return receipt requested) or on the second business day after deposit if sent by a recognized overnight delivery service or upon transmission if sent by telecopy or facsimile transmission (with request of assurance of receipt in a manner customary for communication of such type) as follows:

- | | |
|--|---|
| (a) if to the Purchaser, to: | with a required copy to: |
| Dorothy Dawson's Food Products, Inc.
P.O. Box 312
Jackson, Michigan 49204-0312
Attn: Constance M. Lucia | Curtis & Curtis, P.C.
P.O. Box 766
Jackson, Michigan 49204-0766
Attn: Philip J. Curtis |
| (b) if to the Seller, to: | with a required copy to: |
| cereformUSA
1485 East 61 st Street
Denver, Colorado 80216
Attn: Kevin Weber | Associated British Foods plc
Weston Centre
10 Grosvenor Street
London, England 41K 4QY
Attn: Steve Moon |

And

Frost Brown Todd LLC
One Columbus, Suite 2300
10 West Broad Street
Columbus, Ohio 43215
Attn: Steven J. Ellcessor

Any party may by notice given in accordance with this Section to the other parties designate another address or person for receipt of notices hereunder.

12.4 Entire Agreement. This Agreement (including the Exhibits and Schedules and the Confidentiality Agreement) and any collateral agreements executed in connection with the consummation of transactions contemplated hereby contain the entire agreement among the parties with respect to the purchase of the Purchased Assets and supersede all prior agreements, written or oral, with respect thereto, except for that certain Confidentiality Agreement dated as of February __, 2006 by and between the Purchaser and the Seller.

12.5 Waivers and Amendments; Remedies. This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the Purchaser and the Seller or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

12.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan applicable to agreements made and to be performed entirely within such State and without application of Michigan conflicts of laws provisions

12.7 Binding Effect; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives. This Agreement is not assignable by either party except by operation of law, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12.8 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.9 Severability of Provisions. If any provision or any portion of any provision of this Agreement, or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement, and the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.10 No Third Party Rights. Nothing in this Agreement and the exhibits and schedules hereto, express or implied, is intended to confer any rights or remedies on any Person other than the Purchaser or the Seller and their permitted successors and assigns.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PURCHASER

Dorothy Dawson's Food Products, Inc.,
a Michigan corporation

By: Constance M. Lucia
Name: Constance M. Lucia
Title: Vice-President

SELLER

ABITEC Corporation,
a Delaware corporation

By: Steve Moon
Name: Steve Moon
Title: Vice President