

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
B.F. McKernin Co.		03/21/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bazzini Holdings, LLC		
<b>Street Address:</b>	Rocky Glen Road		
<b>City:</b>	Avoca		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18641		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1582815	BARRICINI	
<b>Registration Number:</b>	1187011		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-336-8000		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Anthony F. Lo Cicero		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	7600/1		
<b>NAME OF SUBMITTER:</b>	Anthony F. Lo Cicero		
<b>Signature:</b>	/Anthony F. Lo Cicero/		
<b>Date:</b>	01/23/2007		

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**Total Attachments: 3**

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GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT

THIS GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT is made this 21 day of March, 2005 by B.F. MCKERNIN CO., a New York corporation (the "Seller"), in favor of BAZZINI HOLDINGS, LLC, a Pennsylvania limited liability company (the "Buyer").

BACKGROUND:

A. Seller is the owner in the United States of the BARRICINI trademark and United States Registration No. 1,582,815 for the mark BARRICINI as used for "candy, candied nuts, and candied fruits" ("**BARRICINI Mark**") and the Barricini Butterfly Design and United States Trademark Registration No. 1,187,011 for the Barricini Butterfly Design (1,187,011) for candy ("**BARRICINI Marks**").

B. Seller is the owner in Canada of the PARLAYS trademark and Canada Registration No. TMA271319 for the mark PARLAYS for "candy" (the "**PARLAYS Mark**"), together with certain other rights associated therewith, as more particularly described herein. The BARRICINI Marks and the PARLAYS Mark are referred to herein collectively as the "Marks".

C. Pursuant to that certain Agreement of Sale and Right to Use Trade Rights dated March 21, 2005 (the "**Purchase Agreement**") by and between Buyer and Seller, Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, the Marks, together with all other rights associated therewith.

D. Capitalized terms used herein but not defined shall have the definitions given to such terms in the Purchase Agreement.

**NOW, THEREFORE**, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. a) Seller hereby grants, sells, conveys, assigns, transfers, sets over and delivers to Buyer all of Seller's right, title and interest in and to the BARRICINI name, the PARLAYS name and the Marks, free and clear of any liens, encumbrances or licenses, excluding, however, the Excluded Trade Rights.

b) Seller further grants, sells, conveys, assigns, transfers, sets over and delivers to Buyer all of Seller's right, title and interest in and to the related Trade Assets, including, without limitation, those described on Schedule A attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** all and singular the said Marks and related Trade Assets hereby conveyed, transferred or assigned or intended so to be, unto Buyer, its successors and assigns, to and for its own use forever. All representations and warranties of Seller set forth in the Purchase Agreement are incorporated into this Bill of Sale, as if set forth herein in their entirety.

2. Seller does hereby constitute and appoint Buyer, its successors and assigns, the true and lawful attorney or attorneys of Seller, with full power of substitution, for it and in its name, place and stead or otherwise, but on behalf of and for the benefit and at the expense of Buyer, its successors and assigns with respect to the Marks and related Trade Assets, to demand and receive from time to time any and all property and assets, real, personal and mixed, tangible and intangible, hereby sold, conveyed and transferred and delivered or intended so to be, and to give receipts and releases for and in respect of the same and any part thereof; and from time to time to institute and prosecute in the name of Seller or otherwise, for the benefit of Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Buyer, its successors or assigns, may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the rights, assets and properties hereby sold, assigned, transferred and delivered, or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of said rights, assets and properties, and to do any and all such reasonable acts and things in relation thereto as Buyer, its successors or assigns, shall deem advisable; Seller hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Seller or by operation of law, or by the occurrence of any other event or in any other manner or for any other reason.

3. Seller covenants and agrees that it will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged) from time to time at the request and expense of Buyer and without further consideration, all such assignments instruments of conveyance, transfer, assignment and further assurance and perform or cause to be performed all such other acts as may reasonably be required in order to transfer to, or further perfect in Buyer, title to the Marks and related Trade Assets.

4. Any individual, partnership, corporation or other entity may rely without further inquiry upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this General Conveyance, Bill of Sale and Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

5. This General Conveyance, Bill of Sale and Assignment is executed by, and shall be binding upon, Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

6. In the event of any inconsistency between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling.

7. This General Conveyance, Bill of Sale and Assignment shall be effective for all purposes as of the date hereof.

8. This General Conveyance, Bill of Sale and Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, Seller has caused this General Conveyance, Bill of Sale and Assignment to be duly executed as an instrument under seal on the day and year first above set forth.

**B.F. MCKERNIN CO., INC.**

By: Martha Michelson  
Name/Title: Vice President

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