

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
The H.R. Nicholson Company		04/12/2007	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	CP Maryland, LLC
Doing Business As:	DBA Clement Pappas and Company, Inc.
Street Address:	10 North Parsonage Road
City:	Seabrook
State/Country:	NEW JERSEY
Postal Code:	08302-0550
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2232393	BOMBAY CLASSIC
Registration Number:	2182479	BOMBAY SELECT
Registration Number:	2119215	BOMBAY ORIGINAL
Registration Number:	1521188	FIX-A-MIX
Registration Number:	1493753	BEST VALUE
Registration Number:	1510363	BOMBAY GOLD 100
Registration Number:	1331171	NICHOLSON'S
Registration Number:	1358340	BOMBAY
Registration Number:	1073831	BOMBAY
Registration Number:	0651258	NICHOL KOLA

CORRESPONDENCE DATA

Fax Number: (215)279-9394
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2232393

Phone: 215.279.9389
Email: linda.ladzenski@flastergreenberg.com
Correspondent Name: Jordan A. LaVine
Address Line 1: 1628 JFK Boulevard, 15th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	C0909.5006
NAME OF SUBMITTER:	Jordan A. LaVine
Signature:	/Jordan A. LaVine/
Date:	09/07/2007

Total Attachments: 3
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ASSET PURCHASE AGREEMENT

Asset Purchase Agreement, dated April 12, 2007, by and between CP Maryland, LLC, a Maryland limited liability company, with an address at 10 North Parsonage Road, Seabrook, New Jersey 08302-0550 (the "Buyer"), and THE H.R. NICHOLSON COMPANY, a Maryland corporation, with an address at 6320 Oakleaf Avenue, Baltimore, Maryland 21215 ("H.R. Nicholson" or "Seller").

Background

A. H.R. Nicholson is a Maryland corporation located in Baltimore, Maryland, and is engaged in the business of manufacturing and selling packaged juices (the "Business").

B. The Buyer has agreed to purchase, and the Seller is willing to sell, H.R. Nicholson's assets utilized in connection with the Business, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the respective representations, warranties and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and H.R. Nicholson, each intending to be legally bound hereby, agree as follows:

1. Definitions. As used in this Agreement and unless otherwise expressly indicated, the following terms shall have the indicated meanings:

"Closing Date" means the date on which the Closing (as such term is defined in Section 5 hereof) is completed.

"Excluded Assets" means the following assets of the Seller:

- (a) All cash on hand, in transit or on deposit;
- (b) Those assets specifically described on Schedule 1(b) attached hereto, if any;
- (c) The name "H. R. Nicholson"

"Governmental Entity" means any court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency.

"Tradenames" means the following trade name which is being purchased by the Buyer hereunder: "Bombay".

2. Sale and Transfer of Assets. In reliance on the representations, warranties and covenants contained herein and subject to the terms and conditions hereof, at the Closing (as hereafter defined), H.R. Nicholson shall sell, convey and transfer to the Buyer, and the Buyer shall purchase, all of the assets and properties (other than the Excluded Assets) of the Business (collectively, the "Acquired Assets"). The Acquired Assets shall mean all of the assets,

properties, rights and contracts currently used in conducting, or related to, the Business, including without limitation the following:

- 2.1 All of H.R. Nicholson's machinery, equipment, fixtures, vehicles, supplies and inventory listed on Schedule 2.1 attached hereto;
- 2.2 All of H.R. Nicholson's intangible assets, including without limitation all goodwill, trademarks, copyrights, patents, formulas and service marks related to the Business;
- 2.3 All of H.R. Nicholson's accounts receivable as of the Closing Date;
- 2.4 All licenses, certifications and other accreditations held by H.R. Nicholson that are relevant to, or necessary for, the conduct of any portion of the Business;
- 2.5 The right to the use of all names utilized by H.R. Nicholson in connection with the operation of the Business, including without limitation the Tradenames;
- 2.6 All of H.R. Nicholson's client lists and databases of potential clients used in the Business;
- 2.7 All of H.R. Nicholson's purchase orders (other than those purchase orders for which all work has been completed and invoices forwarded prior to the Closing Date), including without limitation those purchase orders listed on Schedule 2.7 attached hereto, as well as such leases as are specifically identified on Schedule 2.7 (collectively, the "Assigned Contracts");
- 2.8 All computer software, and all copyrights and licenses pertaining to such software, relating to the Business; and
- 2.9 All of H.R. Nicholson's promotional and instructional materials related to the Business.

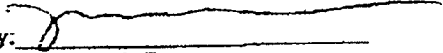
3. Assumption of Liabilities. Other than Post-Closing Obligations arising under the Assigned Contracts (collectively, the "Assumed Liabilities"), the Buyer shall not and does not agree to assume or otherwise be responsible for any Liabilities, debts or other obligations of the Seller, any affiliate of the Seller, or the Business. "Post-Closing Obligations" shall mean the obligations of the Seller arising after Closing under the Assigned Contracts (other than any Liabilities arising out of, or relating to, a breach of an Assigned Contract that occurred prior to Closing), but only to the extent (a) accruing and relating solely to the period after Closing, and (b) the corresponding benefits therefrom are validly assigned to, and received by, the Buyer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 3, THE BUYER IS NOT ASSUMING, AND SHALL NOT BE LIABLE FOR, ANY LIABILITIES OF THE SELLER OR ANY LIABILITIES RELATING TO THE BUSINESS OR THE ACQUIRED ASSETS FOR PERIODS PRIOR TO CLOSING, WHETHER SUCH LIABILITIES ARE KNOWN OR UNKNOWN, FIXED, MATURED OR CONTINGENT.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

BUYER:


CP MARYLAND, LLC

By: CLEMENT PAPPAS AND COMPANY, INC.

By: 
Name: Peter C. Pappas
Title: President

SELLER:

H.R. NICHOLSON COMPANY

By: 
Name: H. Robert Nicholson
Title: CH / CEO