

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paradise Bakery, Inc.		09/21/1998	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Paradise Acquisition, Inc.		
Street Address:	580 Cemetary Lane		
City:	Aspen		
State/Country:	COLORADO		
Postal Code:	81611		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1482003	PARADISE BAKERY UNIQUE QUALITY	
Registration Number:	1466754	PARADISE BAKERY	
Registration Number:	1543798	PARADISE BAKERY	
CORRESPONDENCE DATA			
Fax Number:	(949)725-4100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(949) 725-4000		
Email:	mheyinck@sycr.com		
Correspondent Name:	Monique M. Heyninck		
Address Line 1:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	016366-0008		
NAME OF SUBMITTER:	Monique M. Heyninck		
Signature:	/monique m. heyinck/		

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Date:

11/21/2007

Total Attachments: 15

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ASSET PURCHASE AGREEMENT
BETWEEN
PARADISE ACQUISITION, INC., AS BUYER
AND
PARADISE BAKERY, INC. AND PARADISE HOLDINGS, INC., AS SELLER

DATED SEPTEMBER 21, 1998

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (the "Agreement") dated September 21, 1998, between PARADISE ACQUISITION, INC., a Delaware corporation ("Buyer"), on the one hand, and PARADISE BAKERY, INC., a Delaware corporation, Debtor-In-Possession, and PARADISE HOLDINGS, INC., a Delaware corporation, Debtor-In-Possession (collectively, "Seller"), on the other hand.

PREAMBLE

WHEREAS, Seller's business is the operation and franchising of upscale "bakery and café" stores in the Western United States (the "Business").

WHEREAS, on August 21, 1998 Seller filed a petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of California, Sacramento Division (the "Bankruptcy Court"), Case No. 98-33025-C-11 (Paradise Bakery, Inc.) and Case No. 98-33022-C-11 (Paradise Holdings, Inc.) (the "Bankruptcy Cases").

WHEREAS, an order for relief under Chapter 11 of the Bankruptcy Code was entered in the Bankruptcy Cases on August 21, 1995.

WHEREAS, Seller is continuing the operation of the Business and the management of its properties as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

WHEREAS, Buyer wishes to buy and Seller wishes to sell, substantially all of the assets of Seller on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties contained herein, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing, as such term is defined in Section 1.7 hereof, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all right, title and interest in and to all of the properties, rights and assets, tangible or intangible, of every kind and description and wherever situated (excluding only those assets set forth and described in Section 1.2 and Schedule 1.2 hereof), which are owned by Seller or used in the Business as of the date of the Closing (the "Closing Date") (hereinafter collectively referred to as the "Assets"), including, but not limited to the following:

(a) Seller shall sell or assign to Buyer all personal, intangible and real property as described in Schedule 1.1(a) attached hereto.

REDACTED

REDACTED

The assets described in Sections 1.1(a) through (d) above and on Schedules 1.1(a) through (d) attached hereto, are collectively referred to as the "Assets."

REDACTED

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REDACTED

REDACTED

2.4 Title to Assets. At the Closing Seller shall transfer the Assets to Buyer, pursuant to the Authorizing Order (as defined in Section 4.1(b) hereof), free and clear of all liens, claims, charges, security interests, or other interests or encumbrances of any nature including, without limitation, any debts, obligations or liabilities of Seller (collectively, "Liens, Claims and Encumbrances").

REDACTED

REDACTED

(b) This Agreement shall become effective:

(i) upon the entry of an order or orders of the Bankruptcy Court

(collectively, the "Authorizing Order") (A) authorizing and approving Seller's execution and delivery of this Agreement; (B) authorizing and approving the sale and transfer of the Assets to Buyer free and clear of all Liens, Claims and Encumbrances (if any such Asset is the subject of a capital lease, a security interest or a deed of trust, the Authorizing Order shall provide that any such security interests, and related secured claims, shall attach to available sales proceeds); (C) determining the amounts, if any, necessary as compensation to each of the parties to the Assumed Contracts and Leases for any unpaid monetary obligations and pecuniary loss liabilities of Seller arising prior to the Closing Date, and authorizing and directing Seller to promptly pay such amounts to each of the parties entitled thereto from the

Purchase Price paid to Seller under this Agreement; (D) authorizing and approving the assumption and assignment to Buyer of each of the Assumed Contracts and Leases free and clear of all Liens, Claims and Encumbrances, including all liabilities and obligations of Seller arising out of any breach or default by Seller prior to the Closing Date; (E) ordering and determining that each of the Assumed Contracts and Leases shall be a valid and enforceable contract and lease, respectively, of Buyer from and after the Closing Date, including but not limited to, each and every prevailing term currently enjoyed by Seller; (F) authorizing and approving the consummation of all of the other transactions pursuant to this Agreement; and (G) including findings that Buyer is a purchaser acting in good faith, as that term is used in Section 363(m) of the Bankruptcy Code; and

REDACTED

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REDACTED

REDACTED

ARTICLE VII

POST-CLOSING COVENANTS

7.1 Change of Name. As soon as possible after the Closing, Seller shall change its corporate name to a name that is not similar to "Paradise Bakery, Inc.". Seller agrees that

from and after the Closing, Buyer shall have exclusive use of the name "Paradise Bakery" and "Paradise Bakery & Café" and all variants thereof, provided, however, that Seller shall be entitled to note, in connection with any documents not used in a trade or business, that it was formerly known as "Paradise Bakery." Seller shall not be required to change the name of the entity known as Paradise Holdings, Inc.

REDACTED

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REDACTED

REDACTED

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

"Buyer"

PARADISE ACQUISITION, INC.

By: 
Daniel Patterson
Its: President

"Seller"

PARADISE BAKERY, INC.

By: 
Bradley B. Landin
Its: Executive Vice President

"Seller"

PARADISE HOLDINGS, INC.

By: 
Bradley B. Landin
Its: Executive Vice President

SCHEDULE 1.1(a)

[SUBJECT TO FINALIZATION BY BUYER AND SELLER]

- (a) All trade accounts receivable, including accounts receivable previously written off, existing on the closing date arising from this business. Seller agrees to appoint Buyer as agent and attorney-in-fact, with full power and authority to collect all accounts receivable of Seller.
- (b) Inventories (including foodstuffs, ingredients, and paper), supplies, parts, free stock, materials and related items related to the Seller's business, wherever located, all as consistent with Seller's weekly par levels and historical month-end inventories of paper and food.
- (c) All personal property assets, wherever located, except for those personal property assets specifically identified in Schedule 1.2 hereto.
- (d) All business records relating to the Seller's business not otherwise specifically provided for herein.
- (e) All of Seller's interest in any license or permits required for the operation of the Seller's business at each of the Leased Premises.
- (f) The names of all corporations (other than Seller's name, Paradise Holdings, Inc.) and the rights to all trademarks, copyrights, patents, service marks, operating manuals, recipes, trade secrets, trade dress and related intellectual property.
- (g) Any and all of Seller's right in any and all franchise registrations on file with any state agency or the Federal Trade Commission.

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REDACTED