

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
Houston Harvest Gift Products, LLC		11/24/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Houston Harvest, Inc.
Street Address:	3501 MT PROSPECT ROAD
City:	Franklin Park
State/Country:	ILLINOIS
Postal Code:	60131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1080529	CHEESE COUNTRY
Registration Number:	2309017	SMORS THE SNOWMAN
Registration Number:	2409581	SWEETZ AND TREATZ
Registration Number:	2445000	SNOWMAN BRAND COCOA
Registration Number:	2621634	HOUSTON HARVEST GIFT PRODUCTS
Registration Number:	2722791	AMERICA'S FAVORITE FLAVORS
Registration Number:	2948626	C DESIGNS
Serial Number:	78346712	CHESTNUT CREEK
Serial Number:	78903217	HX2
Serial Number:	78912676	HX2
Serial Number:	78969381	HAS THE STYLE BUG BITTEN YOU?
Serial Number:	78969404	HX2 BITTEN
Serial Number:	78969415	WHERE TASTE AND DESIGN MEET

CH \$340.00 1080529

CORRESPONDENCE DATA

Fax Number: (212)259-2578
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2124082590
Email: nytmdpt@BAKERBOTTS.COM
Correspondent Name: James P. Arpin
Address Line 1: 1299 Pennsylvania Ave., N.W.
Address Line 2: WARNER
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2400

ATTORNEY DOCKET NUMBER:	077944.0104
NAME OF SUBMITTER:	Danielle R. Mendelsohn
Signature:	/drm/
Date:	08/07/2008

Total Attachments: 10
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source=Bill of Sale#page5.tif
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BILL OF SALE

BILL OF SALE dated as of November 24, 2006 (this "Bill of Sale"), by and between HOUSTON HARVEST GIFT PRODUCTS, LLC, a Delaware limited liability company (the "Seller"), and HOUSTON HARVEST, INC. a Delaware corporation (the "Buyer," and, together with the Seller, the "Parties").

WITNESSETH

WHEREAS, Seller, Buyer and HHGP Holding Company, a Delaware corporation ("HHGP"), entered into the Asset Purchase Agreement, dated as of November 2, 2006, as amended, by and among Buyer, Seller and HHGP (the "Purchase Agreement"); and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of certain instruments of assignment and assumption pursuant to Sections 9.1 and 9.2 as a condition precedent to the consummation of the transactions contemplated thereby and the parties are executing this Bill of Sale in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Defined Terms. Capitalized terms used and not defined herein have the respective meanings given to such terms in the Purchase Agreement.

Section 2. Purchase and Sale of Assets. Effective as of 12:01 A.M. on the date hereof, the Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts from the Seller, any and all right, title and interest of the Seller in, to and under the Purchased Assets (other than Contracts transferred pursuant to the Assignment of Contracts).

Section 3. Further Actions. Each party hereby promises to execute and deliver, upon request of the other party, all such additional instruments, assignments, assumptions, and other documents which may be reasonably necessary and convenient to accomplish the intent of this Bill of Sale.

Section 4. Terms of the Purchase Agreement. This Bill of Sale is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The scope, nature and extent of the Purchased Assets are expressly set forth in the Purchase Agreement. This Bill of Sale is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties hereto than are described in or contemplated by the Purchase Agreement, and in the event the terms of this

Bill of Sale conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 5. Governing Law. This Bill of Sale and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

Section 6. Successors and Assigns. This Bill of Sale shall be binding on and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

Section 7. No Third-Party Beneficiaries. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer, Seller and each such party's successors and permitted assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of Buyer, Seller and each such party's successors and permitted assigns.

Section 8. Counterparts; Facsimile Signatures. This Bill of Sale may be executed by the parties hereto in separate counterparts, including by facsimile transmission, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

Section 9. Resolution of Disputes.

(a) Except as otherwise provided in the Agreement and notwithstanding any termination of the Agreement, all disputes, claims or controversies arising out of or relating to this Bill of Sale or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration before the American Arbitration Association or its successor (the "AAA"). The arbitration shall be held in Wilmington, Delaware before three arbitrators and shall be conducted in accordance with the rules and regulations promulgated by the AAA unless specifically modified herein. The presiding arbitrator shall be a lawyer.

(b) Within fifteen days after demand for arbitration has been made by either Party and filed with AAA, the Parties, and/or their counsel, shall meet to discuss the issues involved and to discuss the selection of three suitable arbitrators. Upon the failure of the Parties to agree upon three arbitrators within a reasonable time (not longer than thirty days from the demand), the Parties shall request that the AAA send each Party an identical list of names of persons from its panel of arbitrators from which to select three arbitrators. Each Party shall have fifteen days from the date on which such list is transmitted to the Parties to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of three arbitrators to serve (one of whom shall be a lawyer). If the Parties fail to agree on any of the

persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other members of the panel without the submission of additional lists. The Parties covenant and agree that the arbitration hearing on the merits shall commence within one-hundred twenty days of the date on which a written demand for arbitration is filed by any Party. In connection with the arbitration proceeding (including the discovery phase thereof), the arbitrators shall have the power to order the production of documents by each Party and any third party witnesses and shall be empowered to decide any disputes regarding the scope of discovery. Either Party may seek judicial enforcement of an arbitrator's discovery order, such as compelling the production of documents or the presence of witnesses, in the appropriate court having jurisdiction over the witness or document custodian. In addition, each Party may take up to three depositions as of right, and the arbitrators may in their discretion allow additional depositions upon good cause shown by the moving party. In connection with any arbitration, each Party shall provide to the other, no later than thirty days before the date of the arbitration, the identity of all persons who may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a Party's witness or expert. The arbitrators' decision and award shall be made and delivered in writing to each Party within sixty days of the conclusion of the arbitration hearing. The arbitrators' decision shall set forth a reasoned basis for their decision, including any award of damages or finding of liability. The arbitrators shall not have the power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement (even if permitted under any potentially applicable Law), and each Party hereby irrevocably waives any claim to such damages. The Parties covenant and agree that they will participate in the arbitration in good faith. The arbitrator shall determine whether the prevailing Party in any arbitration, proceeding or legal action arising out of or in connection with this Bill of Sale shall be entitled to recover all or a portion of its reasonable attorneys' fees and costs incurred in connection with such arbitration, proceeding or legal action. The arbitrators shall determine who the prevailing party is for this purpose.

(c) Each of the Parties irrevocably and unconditionally consents (on behalf of itself and its Affiliates) to the exclusive jurisdiction of the AAA to resolve all disputes, claims or controversies arising out of or relating to this Bill of Sale or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby and further consents to the exclusive jurisdiction of the courts of New York for the purposes of compelling arbitration under this Section, provided, however, that discovery orders may be enforced in the appropriate court having jurisdiction over the person or property at issue as described in Section 9(b). Each Party further irrevocably waives any objection to proceeding before the AAA based upon lack of personal jurisdiction or to the laying of the venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before the AAA has been brought in an inconvenient forum or that the arbitration provisions of this Agreement are unenforceable. Each of the Parties hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the Parties agrees that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of the other Party.

(d) This Section 10 shall apply to all forms of actions, including requests for temporary, preliminary or permanent injunctive relief, except that to the extent arbitration

pursuant to this Section 9 would not be available in a timely fashion so as to enable any party hereto to avoid immediate and irreparable harm, such Party may proceed in court without prior arbitration for the limited purpose of avoiding such immediate and irreparable harm. Each of the Parties consents to the exclusive jurisdiction of the courts of New York for any proceeding in court permitted under the immediately preceding sentence. The Parties agree that the arbitrator shall have full authority to grant provisional remedies and to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitrator's orders to that effect. Any award in any arbitration proceeding may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

(e) BY SIGNING THIS BILL OF SALE, THE PARTIES ARE, EXCEPT TO THE LIMITED EXTENT PROVIDED IN THIS SECTION 9, AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS BILL OF SALE DECIDED BY ARBITRATION, AND ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING THIS BILL OF SALE, THE PARTIES ARE GIVING UP THEIR JUDICIAL RIGHTS TO APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS BILL OF SALE OR THE AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, IT MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. EACH PARTY'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

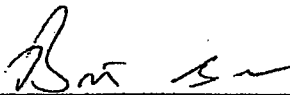
* * * *

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale to be executed on its behalf as of the date first above written.

THE SELLER:

HOUSTON HARVEST GIFT PRODUCTS,
LLC

By: HHGP Holding Company
Its: Member

By: 
Name: Brett Glass
Title: President / CEO

THE BUYER:

HOUSTON HARVEST, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale to be executed on its behalf as of the date first above written.

THE SELLER:

**HOUSTON HARVEST GIFT PRODUCTS,
LLC**

By: HHGP Holding Company
Its: Member

By: _____
Name:
Title:

THE BUYER:

HOUSTON HARVEST, INC.

By: _____
Name: *MB*
Title: *Lawrence By*
VP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECLARATION

I, Gay Burke, declare that I am the Chairman/CEO of Houston Harvest, Inc. (the "BUYER"), having a principal place of business at 3501 Mount Prospect Road, Franklin Park, Illinois 60131, that I am authorized to make this declaration, and that there has been no final decision adverse to BUYER's claim of ownership of the intellectual property listed in Exhibit B (described below), to its right to register or prosecute the same or to maintain it in force or on the register, and that there is no proceeding involving any of said rights pending and not disposed of either in the U.S. Patent and Trademark Office or in the courts; and I further declare as follows:

1. On November 2, 2006, Houston Harvest Gift Products, LLC (the "SELLER") and BUYER entered into an Asset Purchase Agreement, as amended, by and among SELLER, BUYER, and HHGP Holding Company, by which the BUYER purchased substantially all of the assets of the SELLER.


2. Pursuant to Section 2.1 of the Asset Purchase Agreement, "Purchased Assets" means, in relevant part, "all of [SELLER's] right, title and interest in and to all of the properties, assets, rights, claims and contracts of [SELLER] to the extent used in the ["business" of the SELLER as of the date of the Asset Purchase Agreement], including, but not limited to, . . . (4) the Owned Intellectual Property [of the SELLER] . . ."

3. Pursuant to Section 3.1(o) of the Asset Purchase Agreement, "Owned Intellectual Property" is defined as all of the intellectual property set forth on Schedule 3.1(o) to the Asset Purchase Agreement.

4. Pursuant to the Asset Purchase Agreement, SELLER and BUYER executed a Bill of Sale, dated November 24, 2006, (the "Bill of Sale"), which transfers and assigns all of SELLER's right, title and interest in and to the Purchased Assets, including Owned Intellectual Property, from SELLER to BUYER.

5. The Bill of Sale is attached hereto as Exhibit A, and Schedule 3.1(o) to the Asset Purchase Agreement is attached hereto as Exhibit B.

I further declare that I am authorized to execute this declaration; all statements made herein of my knowledge are true and all statements made on belief are believed to be true and further than these statements are made with the knowledge that willful, false statements are punishable by fine or imprisonment, or both, under Section 1001 et seq. of title 18 of the United States Code and that willful false statements may jeopardize the validity of the registration.



8/5/08

[Name]

Date

Gray Burke

Printed Name

Chairman/CEO

Title

Schedule 3.1(o)

Owned Intellectual Property

1. US Patent #D442,864 issued 5/29/01 (two piece lid)
2. US Patent #D459,570 issued 7/2/02 (pet treat)
3. US Patent #D474,962 issued 5/27/03 (miniature armoire wardrobe case)
4. US Patent #D500,344 issued 12/28/04 (gift product display flower)
5. Canada Patent #106,837 issued 12/21/05 (gift product display flower)
6. US Patent #D525,532 issued 7/25/06 (tin)
7. US Patent #D526,564 issued 8/15/06 (tin lid topper)
8. US Patent #D529,391 issued 10/3/06 (tin)
9. US Pending Patent Serial #11/002,162 filed on 12/2/04 (gift product display and bouquet)
10. Canada Pending Patent Serial #2,488,799 filed on 12/2/04 (gift product display and bouquet)
11. US Pending Patent Serial #29/230,128 filed on 5/17/05 (container with lid)
12. US Pending Patent Serial #29/230,855 filed on 5/27/05 (gift box)
13. US Pending Patent Serial #29/230,854 filed on 5/27/05 (gift box)
14. US Pending Patent Serial #29/237,019 filed on 8/25/05 (gift bag with insert pocket)
15. US Pending Patent Serial #29/237,009 filed on 8/25/05 (gift bag with insert pocket)
16. US Trademark Registration #1080529 dated 12/27/77 (Cheese County)
17. US Trademark Registration #2309017 dated 1/18/00 (Smors the Snowman)

18. US Trademark Registration #2409581 dated 11/28/00 (Sweetz and Treatz)
19. US Trademark Registration #2445000 dated 4/17/01 (Snowman Brand)
20. US Trademark Registration #2621634 dated 9/17/02 (Houston Harvest Gift Products)
21. US Trademark Registration #2722791 dated 6/3/03 (America's Favorite Flavors)
22. US Trademark Registration #2948626 dated 5/10/05 ("Circle C" Designs)
23. US Allowed Trademark Application #78/346712 filed on 12/30/03 and Published on 2/22/05 (Chestnut Creek)
24. US Pending Trademark Application #78/903217 filed on 6/7/06 (HX2)
25. US Pending Trademark Application #78/912676 filed on 6/20/06 (HX2 and Design)
26. US Pending Trademark Application #78/969381 filed on 9/7/06 (Has the Style Bug Bitten You?)
27. US Pending Trademark Application #78/969404 filed on 9/7/06 (HX2 Bitten)
28. US Pending Trademark Application #78/969415 filed on 9/7/06 (Where Taste and Design Meet)