

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Revonah Pretzel Bakery, Inc.		11/01/2004	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Revonah Pretzel, LLC		
<b>Street Address:</b>	507 Baltimore Street		
<b>City:</b>	Hanover		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17331		
<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>	2578616	REVONAH	
<b>Registration Number:</b>	2839769	REVONAH HAND MADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)955-5564		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2024192407		
<b>Email:</b>	elizabeth.vary@hklaw.com		
<b>Correspondent Name:</b>	Elizabeth F. Vary, Holland & Knight LLP		
<b>Address Line 1:</b>	2099 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>NAME OF SUBMITTER:</b>	Elizabeth F. Vary		
<b>Signature:</b>	/elizabeth f. vary/		
<b>Date:</b>	11/26/2008		

**OP \$65.00 2578616**

**Total Attachments: 5**

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## **BILL OF SALE**

(ASSETS)

THIS BILL OF SALE (this "Bill of Sale") is entered into and made effective this 1st day of November, 2004, by and between: (i) REVONAH PRETZEL, LLC a limited liability company (the "Buyer"); and (ii) REVONAH PRETZEL BAKERY, INC., a Pennsylvania corporation ("Seller"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of November 1, 2004, between Buyer and Seller (the "Purchase Agreement").

### WITNESSETH:

WHEREAS, Seller and Buyer entered into the Purchase Agreement which provides for the sale, assignment, transfer, and delivery by Seller to Buyer of all of those assets identified in Exhibit A entitled "Purchased Assets" of the Purchase Agreement free and clear of any and all Liens; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound hereby, agree as follows:

- 1.0. Seller does hereby sell, convey, assign, transfer, and deliver unto the Buyer, absolutely and unconditionally, all of Seller's right, title, and interest in and to all of the Purchased Assets, including without limitation, the assets and property set forth on Exhibit A attached hereto and incorporated by reference herein
- 2.0. Buyer does hereby accept the foregoing sale, conveyance, assignment, transfer, and delivery of the Purchased Assets.
- 3.0. Seller covenants that, from time to time after delivery of this Bill of Sale, at the Buyer's request and without further consideration, Seller shall do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, any and all such further acts, instruments, and other thing or writings deemed reasonably necessary by the Company in order to evidence and effectuate the consummation of any of the transaction contemplated by this Bill of Sale.
- 4.0. Notwithstanding anything contained in this Bill of Sale to the contrary, the terms and provisions of the Purchase Agreement (including, without limitation, any representations or warranties of Seller relating to the Purchased Assets), shall survive the delivery of this Bill of Sale as provided in the Purchase Agreement. This Bill of Sale neither expands upon nor limits the rights, benefits, responsibilities, liabilities, and/or obligations of Seller and the Buyer as provided in and under the Purchase Agreement.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by the parties as of the day and year first above written.

**SELLER:**

**REVONAH PRETZEL BAKERY, INC.**

By: 

Its: Vice President

Printed Name: Charles E. Good

**BUYER:**

**REVONAH PRETZEL, LLC**

By: 

Its: President

Printed Name: Kevin Bidelspach

**EXHIBIT A**  
TO  
BILL OF SALE  
Purchased Assets

**Inventory**

Inventory held in the ordinary course of business

**Vehicles**

	\$ 20,221.00
1989 Chevy Step Van R-344	1,400.00
1997 Chrysler Caravan V-165	2,900.00

**Office Equipment**

Ibm Pc Revonah	400.00
File Cabinets/Desks/Chairs	100.00
Kyocera Fax Machine	100.00

**Plant and Store Equipment**

Rotary Stone Hearth Oven	22,400.00
300 U Mixer	11,600.00
20 Qt Mixer	500.00
30 Qt Mixer	600.00
Bag Sealer	1,200.00
Packing Table	100.00
Tape Machines - 2	400.00
Peanut Roaster - Natural Gas	300.00
Peanut Roaster - Electric	200.00
Cash Register	100.00
Proofing Boards	200.00
Proofing Racks	100.00
Dry Kiln Racks On Wheels	700.00
5 Gallon Tub & Lids	100.00
Flour Bag Carts - 3	100.00
4 Wheel Cart	100.00
Dry Kiln Baskets	1,300.00
Time Clock	100.00
Stainless Steel Table & Skids	600.00
Tie Wrapper For Poly Bags	300.00
Electric Scale	100.00
Weight Balance Scale	100.00
Furnace For Dry Kiln	700.00
Rolling Oak Bench	200.00
Window Air Conditioners	100.00
Oven Repairs	2,300.00

**Leasehold Improvements**

Office At Production Plant	4,100.00
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**Intellectual Property**

Trademark: REVONAH, S/N 76/318393 (UNITED STATES)	1,000.00
Trademark: REVONAH HAND MADE & DESIGN, S/N 76/501217 (UNITED STATES)	2,472.00

**Goodwill**

**Total Purchase Price**

22,807.00
\$ 100,000.00

REVONAH PRETZEL BAKERY, INC

UNANIMOUS CONSENT OF DIRECTORS

WHEREAS Revonah Pretzel Bakery, Inc., is engaged in the manufacture and distribution of snack foods and particularly pretzels; and

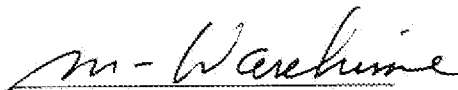
WHEREAS the officers and management of Revonah Pretzel Bakery, Inc. desire to sell certain of those assets, as further explained and enumerated in the ASSET PURCHASE AGREEMENT by and between Revonah Pretzel Bakery, Inc., and Revonah Pretzel, LLC; and

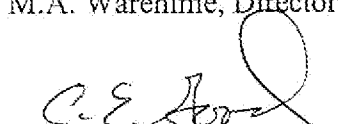
WHEREAS Revonah Pretzel LLC desires to purchase those assets;

NOW, THEREFORE, BE IT RESOLVED that the officers of Revonah Pretzel Bakery, Inc. are hereby authorized to sell those assets under the terms and conditions of the aforementioned ASSET PURCHASE AGREEMENT.

BE IT FURTHER RESOLVED, that the undersigned, being all the Directors of Revonah Pretzel Bakery, Inc. do hereby consent and agree to the adoption of this resolution on this 29th day of October 2004.

REVONAH PRETZEL BAKERY, INC.

  
M.A. Warehime, Director

  
Charles E. Good, Director

  
Sean Grim, Director

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

October 22, 2004

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

REVONAH PRETZEL BAKERY, INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Deborah C. Cantor*

Secretary of the Commonwealth

dboyer