

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bridge Opportunity Finance, LLC		12/08/2008	LIMITED LIABILITY COMPANY: DELAWARE
Bridge Healthcare Finance, LLC		12/08/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Mount Franklin Foods, LLC
<b>Doing Business As:</b>	DBA Sunrise Confections
<b>Street Address:</b>	1800 Northwestern Drive
<b>City:</b>	El Paso
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	79912
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1228662	FUN TIME
Registration Number:	1228663	PENNY PARADISE
Registration Number:	2900904	CANDY TREATS
Registration Number:	2987018	SIMPLY SMART
Registration Number:	2732158	ULTIMINTS
Registration Number:	2853824	WARNER'S
Registration Number:	3162138	THE COMPLETE PACKAGE
Registration Number:	3157393	O'GOODY
Registration Number:	3157394	FAMILY SWEETS
Registration Number:	3157395	TRAVELER'S SELECT
Registration Number:	3278226	GUMMY GOURMET

OP \$290.00 1228662

**CORRESPONDENCE DATA**

Fax Number: (915)533-1841  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (915) 533-1810  
 Email: hdelgado@bickerstaff.com  
 Correspondent Name: Hector Delgado  
 Address Line 1: 725 S. Mesa Hills, Building 1, Suite 2  
 Address Line 4: El Paso, TEXAS 79912

NAME OF SUBMITTER:	Hector Delgado
Signature:	/hector delgado/
Date:	09/16/2009

**Total Attachments: 26**  
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ASSET PURCHASE AGREEMENT

**CONFIDENTIAL**

THIS ASSET PURCHASE AGREEMENT is entered into as of December 8, 2008, by and among Bridge Healthcare Finance, LLC, a Delaware limited liability company and Bridge Opportunity Finance, LLC, a Delaware limited liability company, as Agents for the Lenders party to the Credit Agreement and Bernard Global Loan Investors, Ltd. (collectively, the "Seller") and Sunrise Candy, LLC, a Nevada limited liability company (the "Buyer").

WITNESSETH:

WHEREAS, Seller has a duly perfected security interest in and lien on substantially all of the assets of Simply Goodies, LLP, a Delaware limited liability partnership ("Company"), to secure all liabilities, obligations and indebtedness owing to Seller under that certain Loan and Security Agreement dated as of May 17, 2007, among Company, Agents and Lenders (as amended, supplemented, modified or restated from time to time, the "Credit Agreement"), and the other agreements, documents and instruments entered into in connection therewith;

WHEREAS, Events of Default (as defined in the Credit Agreement) have occurred and are continuing;

WHEREAS, as a result of such Events of Default and contemporaneously with the execution and delivery hereof, Seller is conducting a private sale to Buyer pursuant to Section 9-610 of the UCC (as defined below) of certain of the assets of the Company;

WHEREAS, Company has consented to the sale provided for in this Agreement; and

WHEREAS, the parties desire to memorialize the terms and conditions under which Seller will sell to Buyer, and Buyer will pay Seller for, certain of the assets of Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties agree as follows:

1. DEFINITIONS.

As used in this Agreement (including in the preamble and recitals above), the following terms have the following definitions:

"Acquired Assets" has the meaning assigned to that term in Section 2(a).

"Agreement" means this Asset Purchase Agreement, including all exhibits and schedules hereto, as the same may be amended or supplemented from time to time in accordance with its terms.

"Casa Grandes Purchase Agreement" means that certain Asset Purchase Agreement of even date herewith between Seller, Bernard Global Loan Investors, Ltd. and Casa Grandes Confections, LLC.

"Closing" means the closing of the purchase and sale of the Acquired Assets pursuant to this Agreement.

"Closing Cash Payment" has the meaning assigned to that term in Section 3(a).

"Closing Date" means the date on which the Closing occurs.

"Collateral" means all the assets in which Seller has a security interest.

"Dulces Arbor" means Dulces Arbor, S.A. de C.V.

"Dulces Blueberry" means Dulces Blueberry, S.A. de C.V.

"Governmental Authority" means any government or any agency, bureau, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"Laws" means all applicable laws (including common law), statutes, rules, codes, ordinances or any requirement of any Governmental Authority.

"Mexican Facility" means the premises leased by Dulces Blueberry from Dulces Arbor in Ciudad Juarez, Chihuahua, Mexico.

"Order" means any decree, injunction, judgment, order, ruling or writ of any Governmental Authority.

"Permitted Liens" means claims for transfer taxes or duties payable in Mexico in connection with the purchase and sale of the Acquired Assets.

"Purchase Price" has the meaning assigned to that term in Section 3(a).

"Transaction Documents" means this Agreement, together with all other agreements, instruments or documents entered into or executed in connection herewith or therewith, in each case, as amended, supplemented or otherwise modified from time to time.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Illinois. Section references herein with respect to the UCC are to Article 9 of the Uniform Commercial Code as in effect from time to time in the State of Illinois.

## 2. PURCHASE AND SALE.

(a) The Acquired Assets. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller, in its capacity as a secured creditor conducting a private foreclosure sale pursuant to Section 9-610 of the UCC, shall sell, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the Company's rights, title and interest in and to the following assets of Company, wherever located, including any such assets located at the Mexican Facility (the "Acquired Assets"):

- (i) all inventory, including without limitation, raw materials, work-in-process and finished goods described on Schedule 2(a)(i) (the "SG Inventory");
- (ii) all accounts receivable, including without limitation, the accounts receivable described on Schedule 2(a)(ii) (the "SG Accounts");
- (iii) all general intangibles, including without limitation, all customer lists and all contract rights and purchase orders (the "SG General Intangibles");
- (iv) the packaging machinery and equipment and the packaging supplies listed and described on Schedule 2(a)(iv) (the "SG Packaging Equipment"); and
- (v) any other Collateral other than the Excluded Assets.

(b) Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Acquired Assets do not include any of the Company's machinery or equipment ("SG Equipment"), other than the SG Packaging Equipment or any assets of or relating to Company in which Seller does not have a security interest (collectively, the "Excluded Assets").

(c) No Assumption of Liabilities. Buyer does not and will not assume any obligation or liability of any of Company or Seller hereby. Nothing herein shall be construed as a *de facto* merger between the Seller and Buyer nor shall this acquisition by the Buyer constitute or be deemed to constitute a mere continuation of Company's business.

(d) Effective Time of Closing. The Closing shall be effective as of 12:01 a.m. Eastern Standard Time on the Closing Date.

### 3. PURCHASE PRICE.

(a) Purchase Price. The consideration for the Acquired Assets (the "Purchase Price"), shall be as follows:

(i) At Closing Buyer shall pay Seller \$ [REDACTED], of which \$ [REDACTED] shall be in cash, by wire transfer to Seller ("Closing Cash Payments"). The balance of \$ [REDACTED] shall be held by Buyer and used to pay severance obligations of certain Company employees due under Mexican law. In the event Buyer incurs less than \$ [REDACTED] in severance related to such employees, Buyer shall pay to Seller within eighty days of Closing, [REDACTED]% of any amount less than \$ [REDACTED] expended for such severance payments.

(ii) In addition to the foregoing, Buyer shall (1) diligently pursue, but without risk of collection, the collection of and pay to Seller, through the existing Lockbox Account maintained by Company at US Bank, 100% of all collections of SG Accounts as and when received by Buyer ("Account Proceeds") and (2) diligently utilize to the fullest extent possible SG Inventory consisting of raw materials, work in process and finished goods for sales to Buyer's customers that create Buyer customer trade receivables from SG Inventory and pay to Seller (1) 100% of Company's cost of SG

Inventory consisting of raw materials or work in process, as set forth on Schedule 2(a)(i), as and when utilized by Buyer in the manufacture of finished goods, and (2) 100% of the collections received by Buyer, when the trade receivable of Buyer created by the sale of such SG Inventory consisting of finished goods is collected by Buyer (collectively, the "Inventory Proceeds", and together with the Account Proceeds, collectively referred to herein as the "Proceeds"). Buyer shall provide Seller with a weekly accounting of all proceeds due to Seller and shall permit Seller to audit and inspect such books and records of Buyer relating to the Proceeds and the status of collections of SG Accounts and use of SG Inventory. Seller shall reimburse Buyer for (i) all reasonable and customary freight and handling costs in connection with the shipment of the finished goods SG Inventory to its customers and (ii) for reasonable brokerage commissions not in excess of 5% of the sales price, upon receipt by Seller of the Inventory Proceeds relating thereto.

Buyer shall utilize the SG Inventory to complete orders from customers to the extent feasible, prior to utilizing its own inventory. Buyer hereby grants Seller a first lien and security interest on the SG Accounts and SG Inventory to secure payment of the Proceeds and shall execute and deliver to Seller all instruments, documents and agreements necessary or desired by Seller to further evidence and perfect such lien and security interest ("Security Documents"). Buyer shall provide Seller storage for the SG Inventory at the Buyer's warehouse for 90 days following Closing at no charge to Seller.

(b) Reconveyance of SG Accounts and SG Inventory.

(i) In the event that ninety (90) days after Closing there are any remaining SG Accounts which have not been fully collected, Buyer shall reconvey such SG Accounts to Seller, free and clear of liens, claims and encumbrances (other than in favor of Seller) and Buyer shall not have any further interest therein and shall not share in any further collections thereof.

(ii) In the event that one hundred fifty (150) days after Closing there is any SG Inventory which remains unsold or accounts receivable generated from the sale thereof which remain unpaid, Buyer shall reconvey such SG Inventory and accounts receivable to Seller, free and clear of liens, claims and encumbrances (other than in favor of Seller) and Buyer shall not have any further interest therein and shall not share in any further proceeds from the sale thereof.

(c) Allocation of Purchase Price Among Acquired Assets. Seller acknowledges that Buyer may allocate the Purchase Price among the Acquired Assets and the assets acquired pursuant to the Casa Grandes Purchase Agreement as Buyer determines necessary or appropriate. Buyer will provide a copy of such allocation to Seller upon request. Unless otherwise required under applicable Laws, Buyer and Seller shall report the purchase and sale of the Acquired Assets on all tax returns in accordance with the allocation shown on such schedule. All allocations made pursuant to this Section 3(b) will be binding upon the parties and their respective successors and assigns. Neither Buyer nor Seller shall take any position (whether in returns, audits, or otherwise) that is inconsistent with the allocation shown on such schedule. Seller and Buyer shall cause the Company and Dulces Blueberry to execute and

deliver the Agreement to Deliver Collateral referred to in Section 4(a)(ii), which will include the above allocation of Purchase Price.

4. DELIVERIES.

(a) Deliveries by Seller. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

- (i) a duly executed General Assignment and Bill of Sale, in the form of Exhibit A attached hereto, transferring title to and interest in the Acquired Assets to Buyer;
- (ii) a duly executed letter of direction, in form and substance satisfactory to Buyer and Seller, to Company to immediately deliver possession of the Acquired Assets to Buyer;
- (iii) a receipt duly executed by Seller evidencing payment of the Closing Cash Payment; and
- (iv) such other instruments or documents as Buyer reasonably may request to fully effect the transfer of the Acquired Assets and to confer upon Buyer the benefits contemplated by this Agreement, including but not limited to (A) Reaffirmation Agreement, Release and Consent Regarding Private Sale executed and delivered by Dulces Blueberry and the Company, (B) Termination of the Pledge and Depository Agreement and instructions to Dulces Blueberry to deliver the equipment to a new bailee of Buyer, (C) termination of the Bailment Agreement between the Company and Dulces Blueberry with instruction to the Company and Dulces Blueberry to cooperate in effecting a virtual exportation of the SG Packaging Equipment to the new owner, and (D) powers of attorney to cover litigation and other matters in favor of representatives of Buyer from Company and Dulces Blueberry.

(b) Deliveries by Buyer. At the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) Closing Cash Payment: The Closing Cash Payment by wire transfer to Seller at:

(1) \$ [REDACTED] to

Bank Name: [REDACTED]  
Bank Address: Chicago, Illinois  
ABA No: [REDACTED]  
Account Name: [REDACTED]  
Account No.: [REDACTED]  
Attn: [REDACTED]

(2) \$ [REDACTED] to

Bank Name: [REDACTED]  
Bank Address: Chicago, Illinois  
ABA No: [REDACTED]  
Account Name: Bridge Healthcare Finance, LLC – Collections  
Account  
Account No.: [REDACTED]  
Ref: Simply Goodies, LLC

(ii) Security Documents. The Security Documents duly executed by Buyer;

(iii) Secretary's Certificates; Resolutions of Buyer: A certificate from the Secretary of Buyer attesting to the incumbency of the officers of Buyer signing the Transaction Documents, to the Buyer's organizational documents and to the resolutions of Buyer's Board of Directors authorizing its execution, delivery, and performance of this Agreement and the other Transaction Documents to which Buyer is a party and authorizing the officers of Buyer to execute the same;

(iv) Good Standing Certificate: A Good Standing Certificate for Buyer from the Secretary of State of the State of Nevada; and

5. TERMS OF SALE.

(a) THE SOLE REPRESENTATIONS AND WARRANTIES MADE BY SELLER TO BUYER ARE SET FORTH IN SECTION 6 OF THIS AGREEMENT.

(b) EXCEPT AS PROVIDED IN SECTION 6 OF THIS AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD TO BUYER HEREUNDER "AS-IS, WHERE-IS", WITHOUT RECOURSE TO SELLER, AND SELLER AND ITS OFFICERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES HAVE NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE ANY GUARANTY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION, OR TO VALUE, CONDITION, DESIGN, MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY OF THE ACQUIRED ASSETS OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND WHETHER KNOWN OR UNKNOWN, OR AS TO ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE ACQUIRED ASSETS (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY RELATING TO (I) THE ASSIGNABILITY OR TRANSFERABILITY OF COMPANY'S RIGHTS UNDER LEASES, LICENSES AND CONTRACTS ENTERED INTO BY COMPANY AND CONSTITUTING A PART OF THE ACQUIRED ASSETS, (II) THE EXISTENCE

ON THE CLOSING DATE OF ANY SPECIFIC ITEMS CONSTITUTING THE ACQUIRED ASSETS OR THE QUANTITY OR QUALITY THEREOF OR (III) THE VALUE OF ANY OF THE ACQUIRED ASSETS), ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND EXTINGUISHED, AND BUYER HEREBY WAIVES ALL WARRANTIES, GUARANTEES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY OF SELLER OR ANY LENDER WITH RESPECT TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, ANY IMPLIED WARRANTY OF FITNESS AND ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER OR ANY LENDER, AND ANY RISKS WITH RESPECT THERETO ARE HEREBY ASSUMED BY BUYER.

6. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby represents and warrants to Buyer as follows:

(a) Organization; Authorization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Seller. This Agreement has been duly and validly executed by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms.

(b) No Conflict. Neither the execution and delivery of this Agreement nor the consummation of any or all of the transactions contemplated hereby will (i) violate the certificate of formation or operating agreement of Seller; (ii) violate, be in conflict with, or constitute a default under, or require the consent of any third party to, any material contract or other agreement to which Buyer is a party; or (iii) to the knowledge of Seller, violate any statute, law or regulation of any Governmental Authority applicable to Buyer.

(c) Sale Process. The Company is in default under the Credit Agreement and the Security Documents and, as a result, Seller is entitled to conduct the private foreclosure sale provided for in this Agreement and exercise all available remedies under the UCC. Seller has not transferred or otherwise assigned or conveyed any right, title or interest of Company in and to the Acquired Assets pursuant to Section 9-610 of the UCC or otherwise to any person other than Buyer or entered into any agreement providing therefor. Seller has taken all actions necessary under the UCC and the Security Documents to conduct a commercially reasonable sale of the Acquired Assets under the UCC pursuant to a private foreclosure sale under Section 9-610 thereof, and to transfer the Company's rights in and to the Acquired Assets in accordance with the provisions of the UCC.

(d) Brokers; Agents. Seller has not dealt with any agent, finder, broker or other representative in any manner which could result in Buyer being liable for any fee or

commission in the nature of a finder's fee or originator's fee in connection with the subject matter of this Agreement.

(e) Transfer. Seller is selling, assigning and transferring the Company's rights, title and interest in the SG Accounts and SG Inventory and General Intangibles to Buyer free and clear of liens, claims or encumbrances (other than Permitted Liens). Seller is transferring the SG Packaging Equipment to Buyer free and clear of all liens and security interests, except liens and encumbrances (i) in favor of Dulces Arbor; (ii) related to the Mexican Facility lease; (iii) relating to pending litigation in Mexico against the Company and Dulces Blueberry; (iv) in favor of employees of Dulces Blueberry for severance, bonus and accrued vacation claims; and (v) Permitted Liens.

(f) The closing documents executed by the Company, Simply Goodies Dos, LLC and Dulces Blueberry have been duly executed and delivered by authorized signatories.

Except as specifically set forth in this Section 6, Seller makes no representations or warranties of any kind to Buyer. Seller shall be liable to, and indemnify and save harmless, Buyer for and against any losses incurred by Buyer due to a breach of any of Seller's representations or warranties contained in this Section 6; provided that Buyer agrees that Seller's liability in the event that any representation or warranty of Seller is breached shall not, in any event, exceed the Closing Cash Payment.

## 7. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller as follows:

(a) Organization; Authorization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary limited liability company action of Buyer. This Agreement has been duly and validly executed by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) No Conflict. Neither the execution and delivery of this Agreement nor the consummation of any or all of the transactions contemplated hereby will (i) violate the certificate of organization or operating agreement (or other governing instrument) of Buyer; (ii) violate, be in conflict with, or constitute a default under, or require the consent of any third party to, any material contract or other agreement to which Buyer is a party; or (iii) to the knowledge of Buyer, violate any statute, law or regulation of any Governmental Authority applicable to Buyer.

(c) Brokers; Agents. Buyer has not dealt with any agent, finder, broker or other representative in any manner which could, solely as a result of action by Buyer, result in Seller being liable for any fee or commission in the nature of a finder's fee or originator's fee in connection with the subject matter of this Agreement.

Buyer shall be liable to, and indemnify and save harmless, Seller for and against any losses incurred by Seller due to a breach of any of Buyer's representations or warranties contained in this Section 7, which is in addition to and not in limitation of Buyer's indemnity set forth in Section 8 below.

**8. INDEMNITY.**

Buyer shall indemnify, defend and hold Seller harmless from any claims relating to Permitted Liens, the liens (i) related to the lease of the Mexican Facility, (ii) the litigation in Mexico against Dulces Blueberry and Company, (iii) in favor of Dulces Arbor, and accrued payroll taxes in the amount of \$ [REDACTED] due in Mexico for employees of Dulces Blueberry for the period ending December 5, 2008 ("Payroll Taxes"). This indemnity is not intended to cover any litigation and related claims that the Raymond Ducorsky family or entities controlled by such family may initiate against Seller in the United States. In the event the Buyer makes payment of the Payroll Taxes in the amount of \$ [REDACTED] to the proper authorities in Mexico, Buyer shall be deemed to have satisfied its indemnity obligation for the Payroll Taxes.

**9. CONDITIONS TO BUYER'S OBLIGATION TO EFFECT CLOSING.**

Buyer shall not be obligated to effectuate the Closing unless each of the following conditions, any one or more of which may be waived by Buyer, are satisfied as of the Closing Date:

(a) Representations and Warranties and Covenants. (i) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the Closing Date, (ii) Seller shall have performed and complied with the agreements contained in this Agreement required to be performed and complied with by Seller on or before the Closing, and (iii) Seller shall have delivered to Buyer at the Closing a certificate, dated the Closing Date, signed by the Seller certifying as to compliance with clauses (i) and (ii) above.

(b) Compliance with Article 9. All of the provisions of Article 9-610 of the UCC, and such other applicable Sections of the UCC, relating to the sale of the Acquired Assets shall have been satisfied in a manner acceptable to Buyer.

(c) No Litigation. There shall not be any Order issued by any Governmental Authority seeking to enjoin, restrain or prohibit the transactions contemplated hereby or that may (or be reasonably expected to) adversely effect the ability of Buyer to own or operate the Acquired Assets.

(d) Seller Deliveries. Seller shall have satisfied all of its delivery requirements under Section 4(a) above.

(e) Shares. Company shall have sold the shares of Dulces Blueberry to an entity designated by Buyer.

(f) Casa Grandes Purchase. The transactions contemplated by the Casa Grandes Purchase Agreement shall have closed simultaneous with the Closing hereunder.

Buyer's payment of the Closing Cash Payment shall be deemed to evidence Buyer's agreement that all conditions set forth in this Section 9 are satisfied.

**10. CONDITIONS TO SELLER'S OBLIGATION TO EFFECT CLOSING.**

Seller shall not be obligated to effectuate the Closing unless each of the following conditions, any one or more of which may be waived by Seller, are satisfied as of the Closing Date:

(a) Representations and Warranties. (i) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, (ii) Buyer shall have performed and complied in all respects with the agreements contained in this Agreement required to be performed and complied with by Buyer on or before the Closing, and (iii) Buyer shall have delivered to Seller at the Closing a certificate, dated the Closing Date, signed by a duly authorized officer certifying as to compliance with clauses (i) and (ii) above.

(b) Buyer Deliveries. Buyer shall have satisfied all of its delivery requirements under Section 4(b) above.

(c) Compliance with Article 9. All of the provisions of Article 9-610 of the UCC, and such other applicable Sections of the UCC, relating to the sale of the Acquired Assets shall have been satisfied in a manner acceptable to Seller.

(d) No Litigation. As of the Closing Date, Seller shall not have received any notice of any action, suit, claim, litigation or proceeding (whether initiated or threatened) relating in any manner to the sale of the Acquired Assets hereunder, including any such action, suit, claim, litigation or proceeding (whether initiated or threatened) which questions the validity of the transactions contemplated hereunder and under the Transaction Documents or the commercial reasonableness of the sale contemplated by this Agreement.

(e) Casa Grandes Purchase. The transactions contemplated by the Casa Grandes Purchase Agreement shall have closed simultaneous with the Closing hereunder.

(f) Shares. Company shall have sold the shares of Dulces Blueberry to an entity designated by Buyer.

**11. TERMINATION; EFFECT OF TERMINATION.**

(a) Termination. This Agreement may be terminated before the Closing occurs only as follows:

(i) by Buyer or Seller, if the Closing shall not have occurred for any reason on or before December 8, 2008 (provided that if the Closing has not occurred on or prior to such date due to a material failure by a party hereto to perform or observe its covenants hereunder (to the extent such covenants are able to be performed by such party), such party shall not be permitted to terminate this Agreement pursuant to this clause (i));

(ii) by Buyer (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach or material misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of Seller, which breach is not cured within five days following written notice to Seller or which breach, by its nature, cannot be cured prior to the Closing;

(iii) by Seller (provided that it is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach or material misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of Buyer, which breach is not cured within five days following written notice to Buyer or which breach, by its nature, cannot be cured prior to the Closing; or

(iv) by the mutual written agreement of Buyer and Seller.

Notwithstanding anything to the contrary set forth above or elsewhere in this Agreement or any Transaction Document, this Agreement shall immediately terminate upon (A) the commencement in respect of any Company of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, (B) any assignment for the benefit of creditors by Company or (C) a trustee, receiver or other custodian is appointed for Company or any of its property;

(b) No Further Liability. If this Agreement is terminated by any or all of Seller or Buyer pursuant to this Section 11, neither party shall have any further obligation or liability under this Agreement; provided, that the provisions of Section 13(h) shall survive any termination of this Agreement.

## 12. COVENANTS TO BE PERFORMED IN CONNECTION WITH CLOSING.

From and after the date hereof, the parties shall use commercially reasonable efforts to take or cause to be taken all action and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement, including directing the Company on the Closing Date, at Buyer's expense, to assist Buyer in moving the Packaging Equipment and packaging supplies to a location designated by Buyer. Buyer agrees to have all such SG Packaging Equipment and supplies removed by Friday, December 5, 2008 at 12:00 noon. The Company and Dulces Blueberry shall also deliver such records related to the Acquired Assets as the Buyer may request.

Seller shall cause Dulces Blueberry and Company to pay all regular wages (but not any severance, vacation or bonuses due to employees) due to their employees for all work performed through December 5, 2008. If wages are paid one week in arrears, the payroll for the week ended December 5, 2008 shall be deposited in Dulces Blueberry's payroll account and disbursed by Dulces Blueberry on the following Friday, December 12, 2008, in accordance with directions from Buyer. Seller shall also cause the Company to pay all rents due to the lessors of the El

Paso, Texas warehouses occupied by Company through December 31, 2008. Buyer shall cause an entity designated by it to acquire the equity of Dulces Blueberry as of the Closing.

13. MISCELLANEOUS.

(a) Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be considered to have been duly given when (i) delivered by hand, (ii) sent by telecopier (with receipt confirmed), provided that a copy is mailed (on the same date) by certified or registered mail, return receipt requested, postage prepaid, or (iii) received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may from time to time designate as to itself by notice similarly given to the other party in accordance herewith). A notice of change of address shall not be deemed given until received by the addressee.

If to Buyer, to it at:

Sunrise Candy, LLC  
1800 North Western Dr.  
El Paso, TX 79912  
Attn: David Stewart  
Fax: (915) 877-1198

With a copy to:

Bickerstaff Heath Delgado Acosta LLP  
1112 Montana Ave.  
El Paso, TX 79901  
Attn: Hector Delgado  
Fax: (915) 533-1841

If to Seller, to it at:

Bridge Healthcare Finance, LLC  
233 S. Wacker Drive  
Suite 5350  
Chicago, Illinois 60606  
Attn: Steve Narsutis  
Fax: (312) 334-4450

With a copy to:

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, Illinois 60661  
Attn: Jeffrey Elegant  
Fax: (312) 577-4676

(b) Entire Agreement. This Agreement and the instruments, agreements, exhibits and other documents contemplated hereby supersede all prior discussions and agreements between the parties with respect to the matters contained herein, and this Agreement and the instruments, agreements and other documents contemplated hereby contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby.

(c) Further Assurances. After the Closing, each of the parties hereto shall hereafter, at the reasonable request of the other party hereto, execute and deliver such other instruments of transfer and further documents and agreements, and do such further acts and things as may be necessary to carry out the provisions of this Agreement. If after the Closing Seller receives any cash, checks or other property constituting Acquired Assets or any proceeds of the Acquired Assets (other than the Proceeds or payments on SG Accounts), Seller will promptly forward the same to Buyer.

(d) Waiver. Any term or condition of this Agreement may be waived at any time by the party thereto which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same of any other breach on a future occasion.

(e) Amendment. Except as otherwise expressly provided herein, this Agreement may be amended only by a writing signed by all the parties hereto.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each party hereto may deliver its signature page by facsimile transmission, and any such facsimile of a signature page to this Agreement shall be treated as an original signature page for all purposes under this Agreement.

(g) Binding Agreement; Assignment; No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any party hereto, without the prior written consent of the other party. Any purported assignment without such consent shall be void.

(h) Costs and Expenses; Taxes. Each of Seller, Company and Buyer shall bear the costs and expenses incurred by it in connection with the preparation, execution and performance of this Agreement, and Buyer shall bear the costs of all (i) customs, duties, personal property taxes, sales taxes and use taxes arising as a result of the transactions and sales

contemplated by this Agreement and (ii) fees, costs and expenses in connection with the transfer of title to any of the Acquired Assets to Buyer or any entity designated by Buyer, whether in the nature of recording fees, transfer or stamp taxes, or otherwise.

(i) Headings. The headings in this Agreement are for convenience of reference only and should not be deemed a part of this Agreement.

(j) Recitals. The recitals to this Agreement are hereby incorporated into this Agreement and made a part hereof.

(k) Representations and Warranties. Notwithstanding anything to the contrary contained in this Agreement or any other Transaction Document, the representations and warranties made by Seller and Buyer hereunder in Sections 6(a), 6(b), 7(a) and 7(b) shall survive the Closing indefinitely, and all other representations and warranties shall expire one (1) year after the date of Closing.

#### 14. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF ILLINOIS, AND BUYER IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS. EACH OF BUYER AND SELLER WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF BUYER AND SELLER REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

**SELLER:**

**BRIDGE HEALTHCARE FINANCE, LLC**

By: [Signature]  
Name: Kim Gordon  
Title: VP/CO

**BRIDGE OPPORTUNITY FINANCE, LLC**

By: [Signature]  
Name: Kim Gordon  
Title: VP/CO

**BERNARD GLOBAL LOAN INVESTORS, LTD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**SUNRISE CANDY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

**SELLER:**

**BRIDGE HEALTHCARE FINANCE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRIDGE OPPORTUNITY FINANCE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BERNARD GLOBAL LOAN INVESTORS, LTD**

By: \_\_\_\_\_  
Name: Hugh Thompson  
Title: DIRECTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**SUNRISE CANDY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Asset Purchase Agreement

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

**SELLER:**

**BRIDGE HEALTHCARE FINANCE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BRIDGE OPPORTUNITY FINANCE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BERNARD GLOBAL LOAN INVESTORS, LTD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**SUNRISE CANDY, LLC**

By: *David Stewart*  
Name: DAVID STEWART  
Title: MANAGER

**SCHEDULE 2(a)(i)**  
**Acquired Assets: Inventory**

Please see attached schedule.

**SCHEDULE 2(a)(i)**

**INTENTIONALLY  
OMITTED**

**SCHEDULE 2(a)(ii)**

**Acquired Assets: Accounts Receivable**

Please see attached schedule.

**SCHEDULE 2(a)(ii)**

**INTENTIONALLY  
OMITTED**

**SCHEDULE 2(a)(iv)**

**Acquired Assets: SG Packaging Equipment**

Please see attached schedule.

**SCHEDULE 2(a)(iv)**

**INTENTIONALLY  
OMITTED**

## **GENERAL ASSIGNMENT AND BILL OF SALE**

Sunrise Candy, LLC, a Nevada limited liability company (“Seller”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Mount Franklin Foods, LLC, a Texas limited liability company (“Buyer”), all of the rights of Seller in and to all of the “SG General Intangibles” described in that certain Asset Purchase Agreement (the “Asset Purchase Agreement”) dated as of December 8, 2008 between Seller and Bridge Healthcare Finance, LLC, Bridge Opportunity Finance, LLC, and Bernard Global Loan Investors, Ltd..

**THIS BILL OF SALE IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS, COVENANTS AND REPRESENTATIONS AND WARRANTIES SET FORTH IN THE ASSET PURCHASE AGREEMENT.**

Seller hereby assigns to Buyer all of its transferable or assignable warranties and guaranties, if any, covering the SG General Intangibles as reflected in the Asset Purchase Agreement.

Each of the parties shall hereafter, at the reasonable request of the other party thereto, execute and deliver such other instruments of transfer and further documents and agreements, and do such other further acts and things as may be necessary to carry out the provisions of this General Assignment and Bill of Sale.

This General Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The validity of this General Assignment and Bill of Sale, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of Texas without regard to conflict of law principles.

[rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale as of January 31, 2009.

**SUNRISE CANDY, LLC,  
as Seller**

By: 

Name: David Stewart

Title: Manager

**MOUNT FRANKLIN FOODS, LLC,  
as Buyer**

By: 

Name: Rich Condie

Title: Chief Executive Officer