

**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
Traxi Advisors, LLC		09/18/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	New Bartons, LLC
<b>Street Address:</b>	c/o Atkins & Breskin, LLC
<b>Internal Address:</b>	133 Norfolk Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10002
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Serial Number:	74101083	ALMOND KISSES
Serial Number:	72071797	AMERICANA
Serial Number:	74382800	BARTONETTES
Serial Number:	77165099	BARTONS
Serial Number:	72015441	BARTON'S
Serial Number:	74382743	BARTONS BONBONNIERE
Serial Number:	77078258	BARTONS CONFECTIONERS
Serial Number:	76519878	BARTONS DESSERT CLASSICS
Serial Number:	77255631	BARTONS EXQUISITE
Serial Number:	77255623	BARTONS EXQUISITE
Serial Number:	76519875	BARTONS GEM CLASSICS
Serial Number:	76519876	BARTONS TOPPERS
Serial Number:	76519879	DESSERT CLASSICS

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Serial Number:	77278601	FLIP POPS
Serial Number:	77529062	FRUIT-A-MAJIGS
Serial Number:	77574072	FRUIT-A-MAJIGS
Serial Number:	76519877	GEM CLASSICS
Serial Number:	75645854	HADDINGTON FARMS
Serial Number:	77064136	HEAVENLY DARK
Serial Number:	77195151	HEAVENLY DARK
Serial Number:	77255755	HEAVENLY DARK EXQUISITE
Serial Number:	76675947	HEAVENLY SMART
Serial Number:	76676073	HEAVENLY SMART
Serial Number:	77283912	NJ
Serial Number:	77283910	NJ
Serial Number:	77283886	NJ
Serial Number:	77283882	NJ
Serial Number:	77283898	NJ
Serial Number:	77283904	NJ
Serial Number:	77387689	MONSTER BITES
Serial Number:	76321257	NEW YORKER
Serial Number:	77283879	NUTJOB
Serial Number:	77283891	NUTJOB
Serial Number:	77283896	NUTJOB
Serial Number:	77283920	NUTJOB
Serial Number:	77282520	ONE MILLION DOLLARS
Serial Number:	77227768	SHMELLOWS
Serial Number:	77127225	SMART TASTE
Serial Number:	77127231	SMART TASTE
Serial Number:	77127220	SMART TASTE
Serial Number:	77407684	SO VERY RASPBERRY
Serial Number:	77524667	VEG-A-MAJIGS

**CORRESPONDENCE DATA**

Fax Number: (212)336-8001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-336-8000

Email: ptodocket@arelaw.com

Correspondent Name: Amster, Rothstein & Ebenstein LLP

**TRADEMARK**  
**REEL: 004081 FRAME: 0299**

Address Line 1: 90 Park Avenue  
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER: 63275/1

NAME OF SUBMITTER: Anthony F. Lo Cicero

Signature: /Anthony F. Lo Cicero/

Date: 10/20/2009

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") made as of the 18<sup>th</sup> day of September, 2009, by Traxi Advisors, LLC, assignee for the Benefit of Creditors of Cherrydale Manufacturing, LLC ("Assignor") in favor of New Bartons, LLC, a Pennsylvania limited liability company ("Assignee").

### Recitals

R-1 Assignor is the owner of all right, title and interest in and to certain Packaging and Intellectual Property as set forth and more particularly described on **Schedule "A"** annexed hereto, including without limitation all patents, patent applications and other patent rights (including any divisions, continuations, continuations-in-part, requests for continued examinations, substitutions, or reissues and reexaminations thereof, whether or not any such applications are modified, withdrawn or resubmitted), trademarks, trademark applications, trade dress, product configuration, all forms of protection recognized under the Lanham Act, shop rights, service marks, corporate names, Internet domain names, URL addresses, trade names, brand names, service names, mask works, assumed names, logos, inventions, trade secrets, designs, technology, know-how, processes, procedures, techniques, methods, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property, copyrights (including all variants thereof and any registration or applications for registration of any of the foregoing and non-registered copyrights), including all files, manuals, documentation and source and object codes related to any of the foregoing, or any other similar type of proprietary intellectual property right (whether or not patentable or subject to copyright, mask work or trade secret protection), both domestic and foreign, in each case which is owned, licensed or used by Cherrydale Manufacturing, LLC, including without limitation all goodwill associated therewith (collectively hereinafter, the "IP").

R-2 Assignor entered into an Asset Purchase Agreement with Assignee dated as of July 27, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to assign, sell and transfer the IP to Assignee and Assignee agreed to purchase the IP. As set forth in the Asset Purchase Agreement, the sale of the IP to Assignee shall be free and clear of all liens, security interests and encumbrances.

R-3 In accordance with the terms of the Asset Purchase Agreement, Assignee is acquiring substantially all of Assignor's business and goodwill appurtenant to the IP, and Assignor has agreed to assign the IP to Assignee;

NOW, THEREFORE, the parties in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby acknowledge and agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee (i) all of Assignor's right, title and interest in and to the IP, together with the goodwill of the business relating thereto, (ii) all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the IP, including without limitation, damages and payments for past or future infringements and misappropriations of the IP and (iii) all rights to sue for past, present, and future infringements or misappropriations of the IP.

2. Miscellaneous.

2.1 Further Assurances. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the request of Assignee, such further documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of all the IP, to the fullest extent possible.

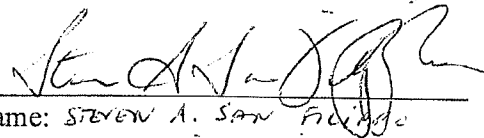
2.2 Acknowledgment of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all of its right, title, and standing to (i) receive all rights and benefits pertaining to the IP, (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the IP, and (iii) defend and compromise and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

2.3 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written.

TRAXI ADVISORS, LLC,  
Assignee for the Benefit of Creditors of  
Cherrydale Manufacturing, LLC

By:   
Name: STEVEN A. SAN FILIPPO  
Title: MANAGING DIRECTOR

Trademark	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ALMOND KISSES	0096195437/ United States of America	Registered 30 Int.	74/101,083 25-Sep-1990	2,014,633 12-Nov-1996
AMERICANA	0096195438/ United States of America	Registered 30 Int.	72/071,797 20-Apr-1959	690,644 29-Dec-1959
BARTONETTES	0096195440/ United States of America	Registered 30 Int.	74/382,800 21-Apr-1993	1,844,601 12-Jul-1994
BARTONS	96196193/ United States of America	Registered 30 Int.	77/165,099 25-Apr-2007	3,603,147 07-Apr-2009
BARTON'S (STYLIZED)	0096195439/ United States of America	Registered 29 Int., 30 Int.	72/015,441 11-Sep-1956	669,032 28-Oct-1958
BARTONS BONBONNIERE	0096195441/ United States of America	Registered 30 Int.	74/382,743 21-Apr-1993	1,937,678 28-Nov-1995
BARTONS CONFECTIONERS	0096195712/ United States of America	Registered 30 Int.	77/078,258 08-Jan-2007	3,599,027 31-Mar-2009
BARTONS DESSERT CLASSICS	0096195442/ United States of America	Registered 30 Int.	76/519,878 05-Jun-2003	2,923,935 01-Feb-2005
BARTONS EXQUISITE	96196712/ United States of America	Allowed 05 Int.	77/255,631 15-Aug-2007	
BARTONS EXQUISITE	96196713/ United States of America	Allowed 30 Int.	77/255,623 15-Aug-2007	
BARTONS GEM CLASSICS	0096195443/ United States of America	Registered 30 Int.	76/519,875 05-Jun-2003	2,971,944 19-Jul-2005
BARTONS TOPPERS	0096195444/ United States of America	Registered 30 Int.	76/519,876 05-Jun-2003	2,921,299 25-Jan-2005
DESSERT CLASSICS	0096195446/ United States of America	Registered 30 Int.	76/519,879 05-Jun-2003	2,952,677 17-May-2005
FLIP POPS	96196812/ United States of America	Allowed 32 Int.	77/278,601 13-Sep-2007	
FRUIT-A-MAJIGS	96198100/ United States of America	Pending 29 Int.	77/529,062 17-Jul-2008	

Thursday, April 15, 2009

## Trademark List

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Trademark	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
FRUIT-A-MAJIGS	96198263/ United States of America	Pending 30 Int.	77/574,072 19-Sep-2008	
GEM CLASSICS	0096195447/ United States of America	Registered 30 Int.	76/519,877 05-Jun-2003	2,921,300 25-Jan-2005
HADDINGTON FARMS CONFECTIONS	0096195448/ United States of America	Registered 29 Int.	75/645,854 22-Feb-1999	2,357,106 13-Jun-2000
HEAVENLY DARK	0096195663/ United States of America	Registered 30 Int.	77/064,136 14-Dec-2006	3,441,490 03-Jun-2008
HEAVENLY DARK	96196426/ United States of America	Registered 30 Int.	77/195,151 01-Jun-2007	3,496,708 02-Sep-2008
HEAVENLY DARK EXQUISITE	96196717/ United States of America	Allowed 30 Int.	77/255,755 15-Aug-2007	
HEAVENLY SMART	96197719/ United States of America	Opposed 29 Int.	76/675,947 23-Apr-2007	
HEAVENLY SMART	96197720/ United States of America	Opposed 30 Int.	76/676,073 20-Apr-2007	
MISCELLANEOUS DESIGN (NUTJOB Character)	96196882/ United States of America	Allowed 41 Int.	77/283,912 19-Sep-2007	
MISCELLANEOUS DESIGN (NUTJOB Character)	96196883/ United States of America	Allowed 25 Int.	77/283,910 19-Sep-2007	
MISCELLANEOUS DESIGN (NUTJOB Character)	96196884/ United States of America	Allowed 30 Int.	77/283,886 19-Sep-2007	
MISCELLANEOUS DESIGN (NUTJOB Character)	96196885/ United States of America	Allowed 30 Int.	77/283,882 19-Sep-2007	
MISCELLANEOUS DESIGN (NUTJOB Character)	96196886/ United States of America	Allowed 25 Int.	77/283,898 19-Sep-2007	
MISCELLANEOUS DESIGN (NUTJOB Character)	96196887/ United States of America	Allowed 41 Int.	77/283,904 19-Sep-2007	
MONSTER BITES	96197636/ United States of America	Registered 30 Int.	77/387,689 04-Feb-2008	3,526,869 04-Nov-2008



Trademark	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
NEW YORKER	0096195450/ United States of America	Registered 30 Int.	76/321,257 04-Oct-2001	2,971,212 19-Jul-2005
NUTJOB	96196876/ United States of America	Allowed 30 Int.	77/283,879 19-Sep-2007	
NUTJOB	96196878/ United States of America	Allowed 41 Int.	77/283,891 19-Sep-2007	
NUTJOB (Stylized)	96196879/ United States of America	Allowed 30 Int.	77/283,896 19-Sep-2007	
NUTJOB (Stylized)	96196881/ United States of America	Allowed 41 Int.	77/283,920 19-Sep-2007	
ONE MILLION DOLLARS	96198002/ United States of America	Allowed 30 Int.	77/282,520 18-Sep-2007	
SHMELLOWS	96196624/ United States of America	Registered 30 Int.	77/227,768 12-Jul-2007	3,534,892 18-Nov-2008
SMART TASTE	96196052/ United States of America	Opposed 05 Int.	77/127,225 09-Mar-2007	
SMART TASTE	96196053/ United States of America	Opposed 29 Int.	77/127,231 09-Mar-2007	
SMART TASTE	96196054/ United States of America	Opposed 30 Int.	77/127,220 09-Mar-2007	
SO VERY RASPBERRY	96197715/ United States of America	Allowed 30 Int.	77/407,684 27-Feb-2008	
VEG-A-MAJIGS	96198085/ United States of America	Pending 29 Int.	77/524,667 17-Jul-2008	