

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GSH Holdings, Inc.		08/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TruSweets, LLC		
Street Address:	65 East Palatine Road		
Internal Address:	Suite 123		
City:	Prospect Heights		
State/Country:	ILLINOIS		
Postal Code:	60070		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3396903	SURF SWEETS	
CORRESPONDENCE DATA			
Fax Number:	(312)884-7352		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@amintalati.com		
Correspondent Name:	Amin Talati, LLC		
Address Line 1:	444 N. Orleans St.		
Address Line 2:	Suite 400		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	SURF SWEETS		
NAME OF SUBMITTER:	Rakesh M. Amin		
Signature:	/Rakesh M. Amin/		
Date:	02/02/2010		

OP \$40.00 3396903

Total Attachments: 6

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
APPLICATION FOR TRADEMARK APPLICATION

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA. 22313-1451

Mark: SURF SWEETS
Class: International Class 30

GSH Holdings, Inc, a Delaware corporation, whose principal offices are at 2200 Delaware Avenue, Santa Cruz, CA. 95062.

TO THE COMMISSIONER FOR TRADEMARKS:

The above-identified Applicant has adopted and a wholly-owned subsidiary of Applicant, Harmony Foods, Inc. dba Santa Cruz Nutritionals, Inc. is using the trademark shown in the accompanying drawings for:

Candy and organic candy, in Int'l. Cl. 30

and requests that said mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946.

The trademark was first used by Applicant in connection with the goods at least as early as August 23, 2006 was first used on the goods in interstate commerce at least as early as August 23, 2006; and is now in use in such commerce by Applicant's wholly-owned subsidiary (15 U.S.C. 1051(a) as amended).

The mark consists of standard characters without claim to any particular font, style, or color.

The mark is used by applying it to the goods, labels, tags, and containers for the goods, and three specimens photographs showing the mark as actually used are presented herewith.

Jason Blake declares that: he is Chief Executive Officer of applicant corporation and is authorized to execute this Declaration on behalf of

said corporation; he believes said corporation to be the owner of the mark sought to be registered; to the best of his knowledge and belief, no other person, firm, corporation, or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as to be likely when applied to the goods of such other person, firm, corporation, or association, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of my own knowledge are true; that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application and any registration resulting therefrom.

The undersigned hereby appoints the following individual as its attorney with a full power of substitution, association, and revocation, to prosecute this application, to transact all business in the United States Patent and Trademark Office and to receive the Certificate of Registration, Jeffrey Hall, Attorney at Law, 212 Clinton Street, Santa Cruz, CA., a member of the Bar of the State of California. All communications to held with Jeffrey Hall.

Applicant's Name: GSH Holdings, Inc.

Signature 

Jason Blake, CEO GSH Holdings, Inc

Date 2/21/07

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of August 1, 2008, by and between TruSweets, LLC, an Illinois limited liability company ("Buyer"), and Harmony Foods Corporation, a Delaware corporation, d/b/a Santa Cruz Nutritionals, Inc. ("Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller is engaged in the Business, among other businesses. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and subject to the conditions set forth herein, the Purchased Assets of Seller described herein.

B. The Board of Directors of Seller and Manager of Buyer each believes it is in the best interests of such Party that the transactions contemplated hereby be consummated and, in furtherance thereof, each has approved this Agreement and the transactions contemplated hereby.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms have the following meanings. Certain other terms are defined in the text of this Agreement.

"Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by voting power, contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning ten percent (10%) or more of the voting securities of another Person shall be deemed to control that Person.

"Ancillary Agreements" means the Supply Agreement, the Promissory Note, the Assignment Instruments, and the Assumption Instruments.

"Business" means the manufacture, packaging and sale of the Products sold under the tradename "Surf Sweets" as of immediately prior to the Closing.

"Business Day" shall mean a day other than Saturday and Sunday or any day on which banks located in the State of California are authorized or obligated to close.

ARTICLE II
PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets.

(a) Purchase and Sale; Consideration.

(i) Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall irrevocably sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all Liens.

(ii) Consideration. The consideration for the Purchased Assets (the "Purchase Price") shall be: (i) an amount of cash equal to (the "Cash Consideration"); and (ii) the assumption of the Assumed Liabilities. Of the Cash Consideration, (a) shall be delivered by Buyer to Seller at the Closing by wire transfer of immediately available funds to an account designated by Seller (the "Closing Cash"), and (b) shall be evidenced by a promissory note payable to Seller in the form attached hereto as Exhibit B (the "Promissory Note"). The Promissory Note shall be fully subordinated to Buyer's senior lender(s) prior to its maturity date and for six months thereafter and Seller shall execute a subordination agreement that is in a form and of substance reasonably satisfactory to Seller, provided that such subordination agreement does not contain a standstill on enforcement of remedies for more than six months.

(b) Purchased Assets. For all purposes of and under this Agreement, the term "Purchased Assets" shall mean, the following property and assets, whether real, personal or mixed, tangible or intangible, belonging to Seller (but specifically excluding the Excluded Assets):

(i) all contracts and agreements, and outstanding purchase orders to the extent relating exclusively to the Business, including, without limitation those set forth or described on Schedule 2.1(b)(i), and all distribution rights contained therein (the "Assigned Contracts");

(ii) all trademarks, tradenames, logos and domain names set forth on Schedule 2.1(b)(ii), all goodwill associated therewith and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions (the "Assigned Intellectual Property");

(iii) all universal product codes starting with "891475" owned by Seller, including, without limitation those set forth on Schedule 2.1(b)(iii);

(iv) all packaging plates, trade show graphics, websites existing advertising copy and graphic art design work exclusively related to the Business; and

(v) all packaging exclusively related to the Business, which has already been purchased by Seller, other than relating to the Cinnamon Bears product line.

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

Buyer:

TRUSWEETS, LLC

By: 

Name: Bert Cohen

Title: Manager

Seller:

HARMONY FOODS CORPORATION,
d/b/a Santa Cruz Nutritionals, Inc.

By: 

Name: Michael Westhusing

Title: Chief Executive Officer

(Buyer - Acquire Purchase and Sale Agreement Signature Page)

Schedule 2.1(b)(ii)

Assigned Intellectual Property

Trademark	Database	(Class) Goods / Services	Serial App. Number	App. Date	Owner of Record
SURF SWEETS	U.S. Federal	(Int. Cl. 30) candy and organic candy	76673157	2/26/07	GSH Holdings, Inc. Delaware Corporation 2200 Delaware Avenue Santa Cruz, California 95062