

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asian Foods, Inc.		11/11/2002	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sysco Asian Foods, Inc.		
Street Address:	1300 L'Orient Street		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55117		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891876	SHANG PIN	
CORRESPONDENCE DATA			
Fax Number:	(912)236-3003		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9122363001		
Email:	nbelzer@belzerlaw.com		
Correspondent Name:	Nathan C. Belzer / Belzer PC		
Address Line 1:	2905 Bull Street		
Address Line 4:	Savannah, GEORGIA 31405		
NAME OF SUBMITTER:		Nathan C. Belzer	
Signature:		/Nathan C. Belzer/	
Date:		03/05/2010	

OP \$40.00 2891876

Total Attachments: 4
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered this 11th day of November, 2002, by and among ASIAN FOODS, INC., a Minnesota corporation ("Seller"), Frank Hamel, ("F. Hamel"), Paul Hamel, James Hamel, Tom Hietpas, Jim Snapp and Kevin Berg (constituting all of the shareholders of Seller at the date hereof and, together with Yu-Kun "Jimmy" Yang, who is at the date hereof (or will be at Closing) the holder of a convertible note issued by Seller which note will at or before Closing (as defined below) be converted into Common Stock of Seller, are collectively referred to as "Shareholders"), SYSCO CORPORATION, a Delaware corporation ("Sysco") and SYSCO ASIAN FOODS, INC., a Delaware corporation and a wholly-owned subsidiary of Sysco ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is in the business of distributing food products and related foodservice products to Asian restaurants (the "Business");

WHEREAS, the realty and improvements constituting the facility located in St. Paul, Minnesota used by Seller in the conduct of Seller's Business (the "St. Paul Facility") is owned by AFI Properties, L.L.C., a Minnesota limited liability company owned by the Shareholders and the spouse of F. Hamel ("LLC") and leased to Seller and;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, substantially all of the assets of Seller and Purchaser desires to assume certain liabilities of Seller in connection therewith; and

WHEREAS, the realty and improvements constituting the facility located in Kansas City, Missouri used by Seller in the conduct of Seller's Business (the "Kansas City Facility") is owned by NB9 Properties LLC and leased to Seller (the Kansas City Facility and the St. Paul Facility are collectively referred to herein as the "Facilities"); and

WHEREAS, simultaneous with (and contingent upon) the purchase of the Purchased Assets, Purchaser wishes to purchase the St. Paul Facility from the LLC.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) paid by Purchaser to Seller, the mutual representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
PURCHASE AND SALE OF PURCHASED ASSETS

1.1 **Purchased Assets**. Subject to and upon the terms and conditions set forth herein, including without limitation Section 1.3 and Section 1.4 hereof, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at the Closing, all right, title and interest of Seller in and to substantially all of the tangible and intangible assets of Seller except for the Excluded Assets (defined in Section 1.2 below) including, without limitation, the following (collectively, "Purchased Assets"):

(a) **Fixed Assets**. All of Seller's furniture, fixtures, equipment machinery, appliances, computer hardware and software (to the extent assignable), tools, supplies, any leasehold improvements not constituting a portion of the Facilities, and any construction in progress including, without limitation, those items listed on Schedule 1.1(a) ("Fixed Assets");

(b) **Inventory**. All inventory of Seller as of the Closing ("Inventory");

(c) **Accounts Receivable**. All trade accounts receivable arising from Seller's Business (excluding intercompany receivables and any receivables from Seller's employees or the Shareholders or other affiliates) as of Closing ("Accounts Receivable");

(d) **Intellectual Property**. All intellectual property, patents, trademarks, trade names, service marks, service names, copyrights and applications therefor, brand names, commercial and technical trade secrets, engineering, and other designs, drawings, specifications, formulae, technology, computer and electronic data processing programs and software, processes, know-how, confidential information and other proprietary property, rights and interests owned or used by Seller in Seller's Business including, without limitation, the name "Asian Foods", and those items listed on Schedule 1.1(d) (collectively, "Intellectual Property");

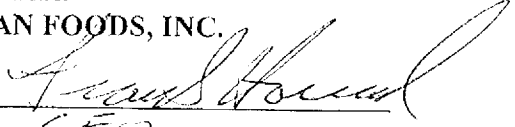
(e) **Books and Records**. Originals or duplicate copies of all financial, accounting and operating data and records of Seller, including without limitation all books, records, sales and sales promotional data, advertising materials, pricing information, customer and supplier lists, projections, reference catalogs, payroll and personnel records and other similar property, rights and information (collectively, "Books and Records");

(f) **Assigned Contracts**. Those agreements, sales orders, purchase orders, contracts, leases (including that certain lease, dated July 14, 1999, by and between Seller and 1232 Vernon Building, a Missouri general partnership pursuant to which the Kansas City Facility is leased to Seller ("Kansas City Lease")), and employee confidentiality and non-competition agreements which Purchaser has expressly agreed to assume, all of which are listed on and limited to those on Schedule 1.1(f), (the "Assigned Contracts");

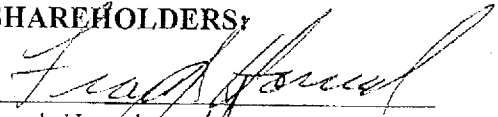
(g) **Licenses and Permits**. All of Seller's licenses, consents, permits, variances, certifications and approvals of governmental agencies, to the extent transferable, including, without limitation, those listed on Schedule 1.1(g), (collectively, the "Licenses and Permits");

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the date first written above.


SELLER:
ASIAN FOODS, INC.

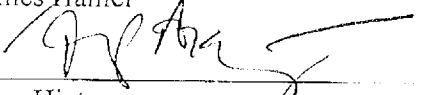
By: 
Its: CEO

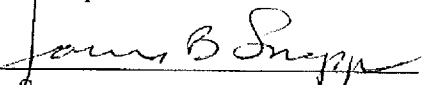
SHAREHOLDERS:


Frank Hamel



Paul Hamel


James Hamel

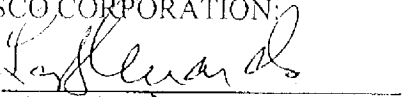

Tom Hietpas


Jim Snapp

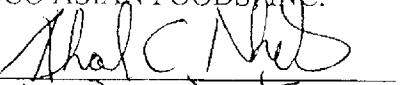

Kevin Berg

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SYSCO:
SYSCO CORPORATION:

By: 
Its: Ed. D. Frenkel

PURCHASER:
SYSCO ASIAN FOODS, INC.

By: 
Its: President

* holder of convertible note of Seller to be converted prior to Closing

Schedule 1.1(d) – Intellectual Property

1. All of Seller's right, title and interest in and to the name "Ji Hao" and all associated marks, and all of Seller's rights with respect to the pending registration thereof.
2. All of Seller's right, title and interest in and to the name "Shang Pin" and all associated marks, and all of Seller's rights with respect to the pending registration thereof.
3. The "Asian Foods" logo, registered as a Service Mark in the office of the U.S Patent and Trademark office, Reg. No. 2,258,640. Registration date: July 6, 1999.

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