

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
A.G. Ferrari Foods		10/07/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ROF Ferrari Lending I, LLC		
Street Address:	14234 Catalina St		
City:	San Leandro		
State/Country:	CALIFORNIA		
Postal Code:	94577		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2838895	A.G. FERRARI FOODS	
Registration Number:	2464129	A.G. FERRARI FOODS	
Registration Number:	2559121	A.G. FERRARI FOODS	
Registration Number:	2451496	A.F.G. ESTD 1919 A.G. FERRARI FOODS LA QUALITA NON HA TEMPO BORGIO TARO, ITALIA	
Registration Number:	2468187	A.F.G. ESTD. 1919 BORGIO TARO, ITALIA LA QUALITA NON HA TEMPO	
Registration Number:	2435553	A. G. FERRARI FOODS ESTD. 1919 A. F. G. LA QUALITA NON HA TEMPO BORGIO TARO, ITALIA	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-693-2000		
Email:	trademarks@cooley.com, agallisa@cooley.com, mgutknecht@cooley.com		

CH \$165.00 2838895

Correspondent Name: John W. Crittenden
Address Line 1: 777 6th Street, NW, Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 31665-20000

NAME OF SUBMITTER: Ariana Gallisa

Signature: /Ariana Gallisa/

Date: 04/05/2012

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

October THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of September 7, 2011, by and between ROF Ferrari Lending I, LLC, a Delaware limited liability company (the "Purchaser") and A.G. Ferrari Foods, a California corporation (the "Seller" or the "Debtor").

RECITALS

WHEREAS, the Seller owns the Purchased Assets (as defined herein) and is the lessee under certain unexpired leases of commercial real property ("Leases") and the Purchaser desires to acquire the Purchased Assets and obtain assignments of the Leases;

WHEREAS, Purchaser is an affiliate of Renovo Capital, LLC and Renwood Opportunities Fund 1, LLC (one or both of which will capitalize Purchaser);

WHEREAS, the Purchaser is willing to assume certain liabilities of the Seller to facilitate the sale of the Purchased Assets and the assignment of Leases;

WHEREAS, the Seller is a debtor and debtor-in-possession in a bankruptcy case under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") filed on March 28, 2011 ("Petition Date") in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court"), Case No. 11-43327 EDJ 11 (the "Bankruptcy Case");

WHEREAS, Seller will file motions seeking entry of the Sale Order and Lease Assignment Order (both defined herein) with the Bankruptcy Court (the "Sale Motion" and "Lease Assignment Motion");

WHEREAS, on August 19, 2011, the Bankruptcy Court entered its Order Authorizing Post-Petition Financing, Granting Security Interests and Superpriority Claims and Providing Adequate Protection Pursuant To 11 U.S.C. §§ 105, 361 & 364(c) which contemplated, among other things, that the Purchaser will provide post-petition funding to the Seller (the "Postpetition Financing"), which loan may be converted into part of the purchase price for the Purchased Assets; and

WHEREAS, in connection with the Bankruptcy Case and subject to the terms and conditions contained herein, and following the entry of a Sale Order and Lease Assignment Order providing that the Purchaser is authorized to purchase the Purchased Assets and obtain assignments of the Leases on specified terms, the Seller will sell, transfer and assign to the Purchaser, and the Purchaser will purchase and acquire from the Seller, the Purchased Assets and the Leases, and will assume the Assumed Liabilities (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, the Purchaser and the Seller agree as follows:

ARTICLE I.

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Assets. Pursuant to Sections 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement and the Sale Order, the Purchaser or its designee shall purchase, acquire and accept from the Seller, and the Seller shall sell, transfer, assign, convey and deliver to the Purchaser or Purchaser's designee, on an as-is, where-is basis and subject to Permitted Encumbrances, the Seller's right, title and interest in, to and under the following assets which are owned by the Seller (collectively, the "Purchased Assets"):

- (a) all "Accounts" as defined in the California Commercial Code (the "UCC");
- (b) all "Certificates of Title" as defined in the UCC;
- (c) all "Chattel Paper" as defined in the UCC;
- (d) all "Commercial Tort Claims" as defined in the UCC;
- (e) all "Commodity Accounts" and "Commodity Contracts" as defined in the UCC;
- (f) all "Deposit Accounts" as defined in the UCC;
- (g) all "Documents" as defined in the UCC;
- (h) all "Electronic Chattel Paper" as defined in the UCC;
- (i) all "Equipment," as defined in the UCC;
- (j) all "Fixtures" as defined in the UCC;
- (k) all "Goods" as defined in the UCC;
- (l) all "General Intangibles" as defined in the UCC;
- (m) all "Instruments" as defined in the UCC;
- (n) all "Inventory" as defined in the UCC;
- (o) all "Investment Property" as defined in the UCC;
- (p) all "Letter-of-Credit rights" as defined in the UCC;
- (q) all "Money" as defined in the UCC;
- (r) all "Promissory Notes" as defined in the UCC;

- (s) all "Supporting obligations" as defined in the UCC;
- (t) all "Tangible chattel paper" as defined in the UCC;
- (u) all "Proceeds" of the foregoing as defined in the UCC;

(v) all cash and cash equivalents to the extent not included in the categories of Purchased Assets identified in this Section 1.1, such as, without limitation, rights in insurance benefits, security entitlements, securities accounts, commodity contracts and commodity accounts or other such near-currency, whether on hand, in transit or in banks or other financial institutions,

(w) all deposits and prepaid accounts;

(x) except as provided in paragraph 1.2(b), all other property and interests in property now owned or hereafter acquired by the Debtor's estate, including all causes of action existing as of the Petition Date and their proceeds;

(y) to the extent not included in the Purchased Assets by reason of the foregoing, the Purchased Assets will also include an obligation owed to the Seller by Paul Ferrari in the amount of approximately \$42,500 that arises from or in connection with the Restated Executive Employment Agreement dated August 16, 2001 between Paul Ferrari and the Seller, as subsequently amended ("Paul Ferrari Payable");

(z) the Seller's websites, source code pertinent to those websites and all trademarks, trade names, copyrights, logos and other intellectual or intangible property;

(aa) any and all customer lists;

(bb) all goodwill and other intangible assets of Seller associated with the Purchased Assets, the Leases or the Assumed Liabilities;

(cc) any claim, right or interest of the Seller in or to any refund, rebate, abatement or other recovery for taxes, together with any related interest thereon or penalty rebate arising therefrom for any tax period (or portion thereof) ending on or before the Closing Date;

(dd) at Purchaser's option, all insurance policies or rights to proceeds thereof relating to the Purchased Assets, properties, business or operations of the Seller;

(ee) all organizational documents, books and records of the Seller relating to the Purchased Assets, the Leases or the Assumed Liabilities; and

(ff) all alcoholic beverage licenses issued to Seller by the California Department of Alcoholic Beverage Control ("Liquor License" and the "ABC").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

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Lending U
ROF Ferrari Funding I, LLC

By:

Mark Barbeau
Name: Mark Barbeau

Its: Manager and Member

SELLER:

A.G. FERRARI FOODS

By:

Patricia T. Saucedo
Name: Patricia T. Saucedo

Its: CFO

LIST OF EXHIBITS

- Exhibit A Real Property Leases
- Exhibit B Equipment Leases
- Exhibit C Form of Sale Order and Form of Lease Assumption Order
- Exhibit D-1 Form of Assignment and Assumption Agreement
- Exhibit D-2 Form of Bill of Sale

LIST OF SCHEDULES

- Seller Disclosure Schedule
- Purchaser Disclosure Schedule

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Case: 11-43327 Doc# 186-1 Filed: 09/28/11 Entered: 09/28/11 11:10:26 Page 1 of 27