

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
Norstar Specialty Foods, Inc. dba Real Foods		01/03/2011	CORPORATION: WASHINGTON
Gerald D Isaac		01/03/2011	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Triple B Corporation		
Doing Business As:	Charlie's Produce		
Street Address:	4103 2nd Avenue		
Internal Address:	PO Box 24606		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98124		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3147153	REAL FOODS	
Registration Number:	3147152	REAL FOODS	
Registration Number:	3167078	REAL FOODS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	509-624-4276		
Email:	cwood@wellsstjohn.com		
Correspondent Name:	Mark W. Hendricksen		
Address Line 1:	601 W. 1st Avenue, Suite 1300		
Address Line 4:	Spokane, WASHINGTON 99201		

OP \$90.00 3147153

ATTORNEY DOCKET NUMBER:	TR27-701
NAME OF SUBMITTER:	Mark W. Hendricksen
Signature:	s/Mark W. Hendricksen/
Date:	01/09/2013
Total Attachments: 5 source=AssetPurchaseAgreement#page1.tif source=AssetPurchaseAgreement#page2.tif source=AssetPurchaseAgreement#page3.tif source=AssetPurchaseAgreement#page4.tif source=AssetPurchaseAgreement#page5.tif	

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into on January 3, 2011, by and between HEIRLOOM FOODS LLC, a Washington limited liability company, a subsidiary of Triple B Corporation, a Washington corporation, d/b/a Charlie's Produce ("**Buyer**"), NORSTAR SPECIALTY FOODS, INC. d/b/a REAL FOODS, a Washington corporation ("**Target**"), and GERALD D. ISAAC ("**Target Stockholder**"). These named parties are referred to collectively herein as the "**Parties.**"

RECITALS

A. Buyer is a full service produce company, supplying restaurants, grocery stores, institutions, wholesalers, and the marine industry with a full range of conventional, organic, and specialty produce, floral items, and an assortment of fresh-cut and custom-cut produce.

B. Target manufactures bakery products, and frozen and non-frozen food products commonly seen in the refrigerated deli product section of large grocery stores.

C. Subject to the terms and conditions of this Agreement, Buyer desires to acquire from Target all of Target's assets (and assume certain of its liabilities) in return for cash.

AGREEMENT

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

§1. Definitions.

"**Acquired Assets**" means all right, title, and interest in and to all of the assets of Target, including all of its (a) Leased Real Property, (b) tangible personal property, (c) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future infringements thereof, and rights to protection of past, present, and future interests therein under the laws of all jurisdictions, (d) leases, subleases, and rights thereunder, (e) agreements, contracts, indentures, mortgages, instruments, Liens, guaranties, other similar arrangements, and rights thereunder, (f) accounts, notes, and other receivables, (g) securities, (h) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment (including any such item relating to the payment of Taxes), (i) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, (j) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials, and (k) Cash (except for \$20,000 which amount shall be retained by Seller); provided, however,

from time to time, consistently applied.

"Improvements" has the meaning set forth in §3(l) below.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions, and all improvements thereto, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, other source identifiers, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all trade secrets and confidential, technical, and business information, (d) all computer software (except Buyer will purchase its own license for Peachtree accounting software), (e) all advertising and promotional materials, (f) all recipes and formulas, (g) all other proprietary rights, (h) all copies and tangible embodiments thereof (in whatever form or medium), and (i) the software used by Target, written in access code and used for manufacturing, purchasing and other process and cost accounting.

(a) *Purchase and Sale of Assets.* Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Target, and Target agrees to sell, transfer, convey, and deliver to Buyer, free and clear of all Liens other than the Assumed Liabilities, all of the Acquired Assets at the Closing for the consideration specified below in this §2.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Buyer: HEIRLOOM FOODS LLC

By Jan Colton
Its PRESIDENT.

Target: NORSTAR SPECIALTY FOODS INC.

By _____
Its _____

Target Stockholder:

Gerald D. Isaac

Exhibit A—Assignment

Exhibit B—Assumption

Exhibit C—Allocation

Exhibit D—Financial Statements


Disclosure Schedule—Exceptions to Representations and Warranties

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Buyer: HEIRLOOM FOODS LLC

By _____
Its _____

Target: NORSTAR SPECIALTY FOODS INC.

By 
Its President

Target Stockholder:



Gerald D. Isaac

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