

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORC Foods, Inc.	FORMERLY The Original Rangoon Company, Inc.	08/05/2011	CORPORATION: MASSACHUSETTS
Original Rangoon Manufacturing Company, Inc.		08/05/2011	CORPORATION: MASSACHUSETTS
G2 Food Brands, LLC		08/05/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Craig R. Jalbert		
Street Address:	Verdolino & Lowey, P.C 124 Washington Street		
Internal Address:	Suite 101		
City:	Foxboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02035		
Entity Type:	TRUSTEE: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3211081	ORIGINAL RANGOON	
Registration Number:	3211082	THE CATERER'S CHOICE	
Registration Number:	3211089		
Registration Number:	3516281	JEANETTE'S	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173453000		
Email:	BLTMfiling@burnslev.com		

CH \$115.00 3211081

Correspondent Name: Renee Inomata
Address Line 1: Burns & Levinson LLP 125 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 44580.4 PROGRESSIVE (RI)

NAME OF SUBMITTER: Renee Inomata

Signature: /Renee Inomata/

Date: 07/30/2013

Total Attachments: 14

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**TRUST AGREEMENT AND ASSIGNMENT FOR
THE BENEFIT OF CREDITORS**

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS (the "Agreement") is made this 5th day of August, 2011 by and among ORC Foods, Inc., a Massachusetts corporation formerly known as Original Rangoon Company, Inc. ("ORC"), Original Rangoon Manufacturing Company, Inc., a Massachusetts corporation ("ORMC"), and G2 Food Brands, LLC ("G2"), a Massachusetts limited liability company (ORC, ORMC and G2, the "Company" or the "Assignors," each of which may be referred to from time to time herein individually as an "Assignor"), and Craig R. Jalbert, as trustee and assignee (hereinafter designated as the "Assignee" and, together with the Assignors, the "Parties").

REDACTED

REDACTED

REDACTED

NOW, THEREFORE, in consideration of the forgoing premises, the acceptance of this assignment by the Assignee, the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Creation and Object of Trust. The name of the Trust created by this Agreement shall be the "ORC Liquidating Trust" (the "Trust") and its purpose shall be the orderly liquidation of the Assets of the Assignors, and the distribution of the proceeds thereof to the creditors of the Assignors in accordance with the provisions hereof and applicable law.
2. Appointment of the Assignee. The Assignors hereby nominate and appoint Craig R. Jalbert as Assignee to carry out the purposes of this Agreement and to administer the Trust in accordance with its terms and conditions.
3. Transfer of Assets. The Assignors, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby irrevocably grant, transfer, sell, assign


and convey to the Assignee, and his successors and assigns, all of the Assets, including without limitation the specific Assets identified in the list or lists of Assets delivered or to be delivered by the Assignors to the Assignee incident hereto, or as identified in the APAs (the Assets, together with proceeds from their liquidation or other disposition, the "Estate"). Title to the Assets shall immediately vest in the Assignee for the use and purposes set forth herein.

4. Power of Attorney. The Assignors irrevocably appoints the Assignee as their true and lawful attorney, with full power and authority to do all acts, matters and things which he deems necessary or proper to carry into effect and perform the Trust herein declared, to demand and recover from all persons all of the Assets, to sue for the recovery of such Assets, and to execute, acknowledge and deliver all necessary deeds, instruments and conveyances to carry out this Assignment. The Assignors hereby authorize the Assignee to sign and endorse the names of the Assignors on any check, draft, promissory notes or other instruments in writing whenever it is necessary to do so to carry out the purposes of this Assignment.

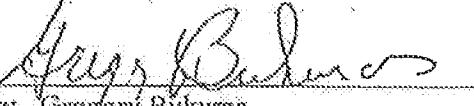
REDACTED

IN WITNESS WHEREOF, the Assignors and Assignee hereunto set their hands and common seal the day of the date first above written.

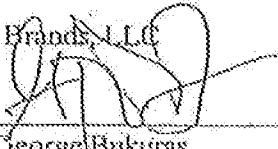
ORC Foods, Inc.

By: 
Name: Gregory Bukuras
Title: Chairman

Original Rangoon Manufacturing Company, Inc.

By: 
Name: Gregory Bukuras
Title: Chairman

G2 Food Brands, LLC

By: 
Name: George Bukuras
Title: Sole Manager

Craig R. Jalbert, as Assignee and not individually

IN WITNESS WHEREOF, the Assignors and Assignee hereunto set their hands and common seal the day of the date first above written.

ORC Foods, Inc.


By: _____
Name: Gregory Bukuras
Title: Chairman

Original Rangoon Manufacturing Company,
Inc.

By: _____
Name: Gregory Bukuras
Title: Chairman

G2 Food Brands, LLC

By: _____
Name: George Bukuras
Title: Sole Manager



Craig R. Jalbert, as Assignee and not
individually

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated August 5, 2011, is by and between Craig R. Jalbert, in his capacity as trustee and assignee under the Trust Agreement and Assignment for the Benefit of Creditors dated as of August 5, 2011 (the "Trust Agreement") between Mr. Jalbert, as Assignee, and ORC Foods, Inc. f/k/a Original Rangoon Company, Inc., Original Rangoon Manufacturing Company, Inc., and G2 Food Brands, LLC, as Assignors ("Seller"), and FALAFEL REPUBLIC MEDITERREAN FOODS, INC., a Massachusetts corporation with a principal office at 21 Beaver Dam Road, Scituate, Massachusetts 02066 ("Buyer").

RECITALS

- A. ORC Foods, Inc. f/k/a Original Rangoon Company, Inc., Original Rangoon Manufacturing Company, Inc. and G2 Food Brands, LLC (together "ORC" or "Company") have been engaged in the general business of manufacturing and distributing a variety of food products including handmade frozen appetizers ("Appetizer Business") and falafel and falafel related products under the brand *Falafel Republic*[™] ("Falafel Business").
- B. As a result of financial difficulties, ORC has assigned all its assets to Seller under the Trust Agreement, for administration by Seller for the benefit of ORC's creditors, and to facilitate a sale of certain assets to Buyer for that purpose.
- C. Seller wishes to sell, assign and transfer all non-inventory assets used in the Falafel Business of the Company to Buyer, and Buyer desires to purchase said assets, all in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Premises, and the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

AGREEMENT

1. **Incorporation of Premises.** The foregoing premises of this Agreement and all Exhibits and Schedules (if any) to this Agreement are incorporated herein by this reference thereto.

2. **Sale of Certain Assets.** Pursuant to the terms of this Agreement, at the Closing (as defined in Section 5 below), Seller shall sell to Buyer, and Buyer shall purchase from Seller, those assets previously owned or held for use by ORC in the Falafel Business, and now owned by Seller pursuant to the Trust Agreement, and identified in Section 2.1 (collectively, the "Purchased Assets"). The Purchased Assets will be sold, transferred and assigned "as is" and "where is," without warranty or representation of any kind whatsoever, express or implied, except for Seller's representations set forth in Section 6.

2.1 **Purchased Assets.** The Purchased Assets shall include the following:

(i) all proprietary or confidential information used or usable in connection with the Falafel Business, including without limitation: (a) trade secrets, technical information, know-how, ideas, processes, procedures, and copyrights, and all improvements thereof, and (b) all data, files (paper and electronic), rolodexes, computer

disks, books and records, customer lists, and other client information all patents and patent application;

(iii) the trademarks, service marks, and trade names used in connection with the Falafel Business, including, the names "Falafel Republic", and all registrations and pending applications therefor, and all goodwill associated therewith;

(iv) all contracts, contractual rights, purchase orders, and sales orders, written or oral used or usable exclusively in connection with or necessary to operate the Falafel Business to the extent assignable ("Assigned Contracts");

(v) (to the extent transferable), all licenses, permits, orders, and approvals from any federal, state, foreign or local governments or any agency, quasi-agency, public corporation, or bureau thereof used exclusively in connection with the Falafel Business;

(vi) all dedicated telephone and facsimile numbers (subject to any telephone company payment requirement), post office boxes, stationery, forms, labels, shipping material, supplies, catalogs, electronic mail addresses, websites, domain names, brochures, art work, rights to trade show booths, trade show booths and accessories associated therewith, photographs, and advertising and promotional materials, and all associated contractual and intellectual property rights, used or usable in connection with the Falafel Business.

REDACTED

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:



Craig R. Jalbert, as trustee and assignee under the Trust Agreement, and not individually

and

BUYER:

Falafel Republic Mediterranean Foods, Inc.

By: Greg Bukuras, President

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date first set forth above.

SELLER:

Craig R. Jalbert, as Trustee-Assignee

BUYER:

Fatafel Republic Mediterranean Foods, Inc.



By: Greg Bukuras, President

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated August 5, 2011, is by and between Craig R. Jalbert, in his capacity as trustee and assignee under the Trust Agreement and Assignment for the Benefit of Creditors dated as of August 5, 2011 (the "Trust Agreement") between Mr. Jalbert, as Assignee, and ORC Foods, Inc. f/k/a Original Rangoon Company, Inc., Original Rangoon Manufacturing Company, Inc., and G2 Food Brands, LLC, as Assignors ("Seller"), and INNOVATIVE FOODS, INC., a Massachusetts corporation with a principal office at 330 Ballardvale Street, Wilmington, Massachusetts ("Buyer").

RECITALS

- A. ORC Foods, Inc. f/k/a Original Rangoon Company, Inc., Original Rangoon Manufacturing Company, Inc. and G2 Food Brands, LLC (together "ORC" or "Company") have been engaged in the general business of manufacturing and distributing a variety of food products including handmade frozen appetizers ("Appetizer Business") and falafel and falafel related products under the brand *Falafel Republic*[™] ("Falafel Business").
- B. As a result of financial difficulties, ORC has assigned all its assets to Seller under the Trust Agreement, for administration by Seller for the benefit of ORC's creditors, and to facilitate a sale of certain assets to Buyer for that purpose.
- C. Seller wishes to sell, assign and transfer to Buyer all assets used in the Appetizer Business and the inventory held for use in the Falafel Business, and Buyer desires to purchase said assets, all in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Premises, and the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

AGREEMENT

1. **Incorporation of Premises.** The foregoing premises of this Agreement and all Exhibits and Schedules to this Agreement are incorporated herein by this reference thereto.
2. **Sale of Certain Assets.** Pursuant to the terms of this Agreement, at the Closing (as defined in Section 5 below), Seller shall sell to Buyer, and Buyer shall purchase from Seller, those assets previously owned or held for use by ORC in the manufacturing and distribution of the Appetizer Business, and the inventory held for use in the Falafel Business, and now owned by Seller pursuant to the Trust Agreement, and identified in Section 2.1 (collectively, the "Purchased Assets"). The Purchased Assets will be sold, transferred and assigned "as is" and "where is," without warranty or representation of any kind whatsoever, express or implied, except for Seller's representations set forth in Section 6.
 - 2.1 **Purchased Assets.** The Purchased Assets shall include the following:
 - (i) the inventories (including raw materials, finished goods, and packaging) purchased for use in connection with both the Appetizer Business ("Appetizer

Inventory") and the Falafel Business ("Falafel Inventory"), as listed at Schedule 2.1 and Exhibit 2.1 (Appetizer Inventory and Falafel Inventory, together, "Inventory");

(ii) all proprietary or confidential information used or usable in connection with the Appetizer Business, including without limitation: (a) trade secrets, technical information, know-how, ideas, processes, procedures, and copyrights, and all improvements thereof, and (b) all data, files (paper and electronic), rolodexes, computer disks, books and records, customer lists, and other client information;

(iii) the trademarks, service marks, and trade names used in connection with the Appetizer Business, including, the names "Original Rangoon Company™", "Jeanette's All-Natural™", "Caterer's Choice™", and all registrations and pending applications therefor, and all goodwill associated therewith;

(iv) all contracts, contractual rights, purchase orders, and sales orders, written or oral used or usable exclusively in connection with or necessary to operate the Appetizer Business to the extent assignable ("Assigned Contracts"), including vendor agreements or supply contracts with the following ORC customers (identified by trade name), or any entities or affiliates associated with these trade names: Costco, Hannaford and Safeway;

(v) (to the extent transferable), all licenses, permits, orders, and approvals from any federal, state, foreign or local governments or any agency, quasi-agency, public corporation, or bureau thereof used exclusively in connection with the Appetizer Business;

(vi) all dedicated telephone and facsimile numbers (subject to any telephone company payment requirement), post office boxes, stationery, forms, labels, shipping material, supplies, catalogs, electronic mail addresses, websites, domain names, brochures, art work, rights to trade show booths, trade show booths and accessories associated therewith, photographs, and advertising and promotional materials, and all associated contractual and intellectual property rights, used or usable in connection with the Appetizer Business.

REDACTED

Washington Street, Suite 101, Foxboro, MA 02035; to counsel for the Assignee, A. Davis Whitesell, Casner & Edwards LLP, 303 Congress Street, Boston, MA 02210; to counsel for Assignor: Francis C. Morrissey, Morrissey, Wilson & Zafiroopoulos, 35 Braintree Hill Office Park, suite 404, Braintree MA 02184; and to counsel for Buyer: Victor Bass, Burns & Levinson LLP, 125 Summer Street, Boston MA 02110.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date first set forth above.

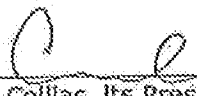
SELLER:

Craig R. Jalbert, as Trustee-Assignee

and

BUYER:

INNOVATIVE FOODS, INC.

By: 

Chris Collias, Its President,
duly authorized

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:



Craig R. Jalbert, as trustee and
assignee under the Trust Agreement,
and not individually

and

BUYER:

INNOVATIVE FOODS, INC.

By: _____
Chris Collias, Its President,
duly authorized