

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Business Credit Corporation		03/09/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Roses Confections, LP		
Doing Business As:	Roses Brands		
Street Address:	101 Erie Blvb		
City:	Canajoharie		
State/Country:	NEW YORK		
Postal Code:	13317		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4556622	LOLLI ROCKS	
Registration Number:	4515543	BARISTA CRYSTAL STICKS	
Registration Number:	4769367	LOLLI ROCKS	
Registration Number:	1272999	RICHARDSON	
Registration Number:	3836843	RICHARDSON	
Registration Number:	0671280	GRAVYMASTER	
Registration Number:	2661733	DRYDEN & PALMER	
Registration Number:	0053463	D. & P.	
Registration Number:	1519053	CRYSTAL STICKS	
Registration Number:	2736503	BOGDON'S	
Registration Number:	2051657	DOUBLE DIP	
Registration Number:	2463117		
Registration Number:	0689983	RECEPTION STICKS	
Serial Number:	88141181	FLAVOR MASTER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8328308016
Email: zack@zhillerlaw.com
Correspondent Name: Zachary Hiller
Address Line 1: 1415 North Loop West
Address Line 2: Suite 1013
Address Line 4: Houston, TEXAS 77008

NAME OF SUBMITTER:	Zachary Hiller
SIGNATURE:	/Zachary Hiller/
DATE SIGNED:	05/13/2020

Total Attachments: 6
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**SECURED PARTY GENERAL CONVEYANCE
AND BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that pursuant to and in exercise of its rights as a secured party under (a) that certain Credit and Security Agreement dated as of December 24, 2014 (as amended, modified, restated or supplemented from time to time (the "Credit Agreement") by and among RICHARDSON FOODS INC., as Borrower Representative ("RFI"), RICHARDSON BRANDS COMPANY, a Florida corporation ("RBC" and together with RFI, each a "Borrower" and collectively, "Borrowers"), and WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC") individually, as lender under the Credit Agreement and as agent for itself and each other Lender Party (as defined in the Credit Agreement) (WBCC, acting in both such capacities, herein called "Lender"), and (b) Article 9 of the Uniform Commercial Code as enacted in the State of New York ("UCC"), for and in consideration of an aggregate purchase price equal to the sum of (i) [REDACTED] and (ii) the "Collections Amount" (as defined on Exhibit A to this Bill of Sale), subject in all respects to Grantor's receipt of the [REDACTED] in immediately available funds in accordance with the wire transfer instructions set forth on Exhibit B to this Bill of Sale, without counterclaim, deduction, offset, recoupment or any other charge or reduction whatsoever, Lender hereby grants, assigns, transfers, conveys and sets over to Roses Confections, L.P. ("Grantee"), all of Debtors' rights in and to that portion of the Collateral (as defined in the Credit Agreement) that is comprised of personal property assets (the "Conveyed Property"), without recourse, to have and to hold the same unto Grantee, its successors and assigns.

1. Grantee acknowledges by its acceptance of this Bill of Sale that Grantee is accepting from Lender all of Debtor's rights in and to the Conveyed Property "as is" and "where is" and without any implied or expressed representation, warranty or covenant, including without limitation any warranty (a) as to the merchantability, fitness or adequacy for any purpose or use, condition, design, quality, productiveness, capacity, or compliance with the requirements of any laws, rules, specifications or contracts pertaining thereto, of any or all of the Conveyed Property, and/or (b) relating to title, possession, quiet enjoyment, or the like in the disposition of any or all of the Conveyed Property pursuant to this Bill of Sale (the "Disposition").
2. Grantee, by accepting this Bill of Sale, agrees to comply with all federal, state and local laws and regulations having force of law which apply to Grantee's removal of and use of the Conveyed Property sold under this Bill of Sale, and agrees to pay, or provide for payment of, any sales, use, personal property, transfer or other taxes incident to the Disposition. Grantor acknowledges that Grantee shall not assume any of Borrowers' liabilities pursuant to this Bill of Sale.
3. This Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

4. The parties hereto irrevocably elect as the sole judicial forums for the adjudication of any matters arising under or in connection with this Bill of Sale, and consent and submit to the jurisdiction of, the U.S. District Court for the Southern District of New York and the Supreme Court of the State of New York, County of New York. Each party further waives personal service of any summons, complaint or other process and agrees that the services thereof may be made by certified or registered mail directed to such party at the address for notice for such party set forth on Exhibit C to this Bill of Sale.
5. EACH PARTY TO THIS BILL OF SALE HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS BILL OF SALE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS BILL OF SALE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS BILL OF SALE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. IN ADDITION, EACH PARTY WAIVES THE RIGHT TO CLAIM OR RECOVER IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY DAMAGES OTHER THAN OR IN ADDITION TO ACTUAL DAMAGES
6. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by any electronic method of transmission shall be deemed to be an original signature hereto.

[Signature page follows]

IN WITNESS WHEREOF, Lender has caused this Bill of Sale to be duly executed as of the 9th day of March, 2020

WEBSTER BUSINESS CREDIT CORPORATION,

By: Joseph Zautra
Name: Joseph Zautra
Title: Senior Vice President

ACCEPTED AND AGREED TO:

ROSES CONFECTIONS, L.P., Grantee
By its General Partner
Roses GP, LLC

By: J. Brent Meyer
Name: J. Brent Meyer
Title: Manager

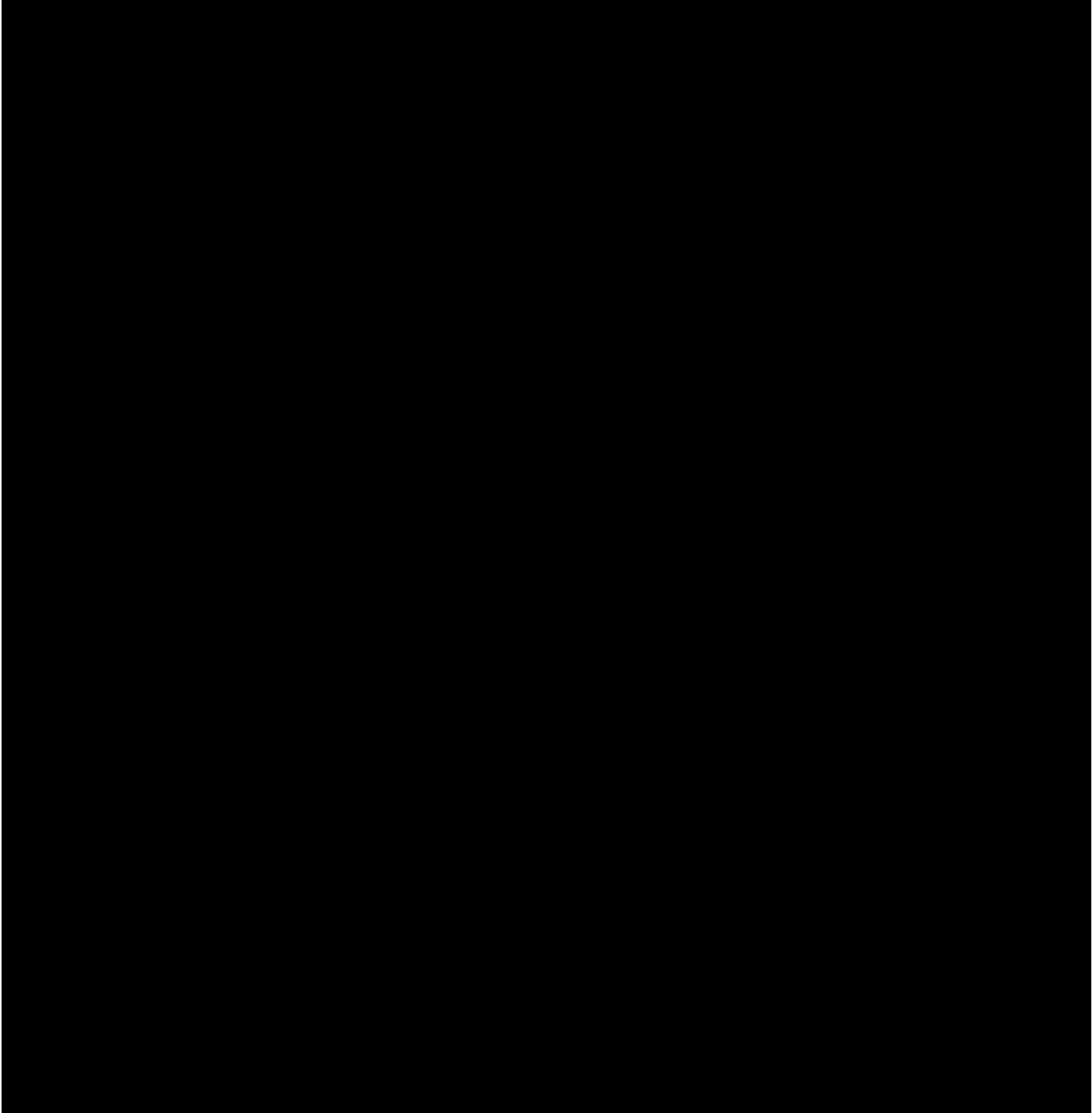
[Exhibits follow]

Exhibit A:

For purposes of this Bill of Sale, (x) "Collections Amount" means seventy percent (70%) of "Accounts Receivable" which are actually collected by Grantee, and (y) "Accounts Receivable" means the portion of those certain accounts receivable of the Debtors which are included in the Conveyed Property and are identified as follows:

[Insert list of A/R]

**Exhibit B:
Grantor's Wire Transfer Instructions**



**Exhibit C:
Addresses for Notices**

If to Grantor: Webster Business Credit Corporation
360 Lexington Avenue
New York, NY 10017
Attn: Julian Vigder
Tel: (212) 806-4502
Email: jvigder@websterbank.com

-with a copy (which shall not constitute notice) to -

Hahn & Hessen LLP
488 Madison Ave.
New York, New York 10022
Attention: Daniel Batterman
Tel: (212) 478-7200
Email: dbatterman@hahn Hessen.com

If to Grantee: Roses Confections, L.P.

Email: jbrentmeyer@me.com

-with a copy (which shall not constitute notice) to-

Robinson Brog Leinwand Greene Genovese & Gluck PC
875 Third Avenue/9th Floor
New York, NY 10022
Attn: Adam Greene
Tel: (212) 603-0496
Email: ajg@robinsonbrog.com