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DEPARTMENT OF COMMERCE  
J.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BDH Two, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: October 9, 1996

2. Name and address of receiving party(ies)

Name: Specialty Brands of America

Internal Address: #1296

Street Address: 24 East Ave.

City: New Canaan State: CT Zip: 06840

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

831,170

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas F. Dunn, Esq.

Internal Address: Morse, Barnes-Brown & Pendleton, P.C.

Street Address: 1601 Trapelo Road

City: Waltham State: MA Zip: 02451

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas F. Dunn  
Name of Person Signing

Thomas F. Dunn  
Signature

DECEMBER 22, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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**TRADEMARK**  
**REEL: 002890 FRAME: 0768**

## ASSET PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated the 9th day of October, 1996 (hereinafter called the "Agreement") by and between Specialty Brands of America, Inc., a Massachusetts corporation (hereinafter called "Buyer") and Borden, Inc., a New Jersey corporation ("Borden"), BDH Two, Inc., a Delaware corporation ("BDH"), Borden Foods Corporation, a Delaware corporation ("Borden Foods") and The Borden Company Limited, a corporation organized under the laws of Canada ("BCL") (hereinafter Borden, BDH, Borden Foods and BCL being collectively called "Seller").

### WITNESSETH:

WHEREAS, the parties propose that Buyer shall acquire certain property and assets owned and used by Seller in the operation of its maple products business which consists of the natural and imitation syrup products listed in Schedule A (the "Products") which are manufactured at facilities located in the Province of Quebec, Canada which is owned by Seller and at a contract manufacturer's facility located in Chambersburg, Pennsylvania, and assume certain liabilities related thereto (hereinafter the "Business").

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereby agree as follows:

#### 1. SALE OF ASSETS

At the Closing and as of the Closing Date as these terms are defined in Section 9.1 hereof, Seller shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase or assume, as the case may be, upon the terms and subject to the conditions hereof, the assets of the Business owned, leased or used primarily in the conduct of the Business (which assets, as described below in this Section 1, constitute all of the assets necessary for Buyer to continue the operation of the Business in substantially the same manner as such Business is presently being operated by Seller), and those certain liabilities of the Business specifically described in Section 3.1 hereof, but not including the Excluded Assets (said assets hereinafter, collectively referred to as the "Business Assets" and said liabilities as the "Business Liabilities").

References in this Agreement to "properties or liabilities of the Business" and "assets owned, leased or used by the Business" or

like phrases shall be deemed to mean and include properties, assets and liabilities of Seller owned, leased, used or incurred, as the case might be, principally (unless otherwise specified) for, on behalf of, in respect of, or in the conduct of the Business. Unless the context indicates otherwise, all references to Seller shall be limited to the Business.

The Business Assets to be acquired at the Closing will include the following:

1.1 Real Property and Real Property Leases: The two (2) real properties owned and used by Seller in the Business located in Quebec, Canada (together with all fixtures and improvements thereon and all tenements, hereditaments and appurtenances thereto); the legal description of which real property is contained in Schedule 1.1(a) (the "Real Property"), and all of Seller's right, title and interest in all real property leases used by Seller in the Business, all as fully listed and described in Schedule 1.1(b) (the "Leases").

1.2 Machinery and Equipment: The machinery, equipment and other items of personal property located at the Quebec, Canada production and distribution facilities of Seller, as described in Schedule 1.2 (the "Machinery").

1.3 Intangible Property. The intangible assets, rights and claims of Seller of every kind and nature, including associated goodwill and documentation relating to such intangibles which are related solely to the Business and the Business Assets, including, without limitation, the following:

(a) Patent Rights. All unexpired patents and patent applications, as well as all reissues, divisionals, continuations and continuation-in-part applications and any patents issuing thereon, and all shop rights, license agreements and other agreements which relate to inventions and discoveries and any patent applications and patents thereon, as well as improvements therein which are owned, licensed or used by Seller in connection with the Business, and listed and described in Schedule 1.3(a) (the "Patent Rights");

(b) Trademarks and Copyrights. All right, title and interest of Seller in: (i) the common law trademarks and/or trade names and/or copyrights and copyright applications used principally in connection with the Business and the Business Assets as listed on Schedule 1.3(b)(i); (ii) the registered trademarks and/or copyrights and copyright applications used principally in connection with the Business and the Business Assets as listed on Schedule 1.3(b)(ii) (the "Trademarks"), and all applications, registration certificates, Section 8 affidavits, renewals, investigations, search reports, histories and other documents or

files pertaining thereto, and; (iii) any trade dress associated with such common law or registered trademarks;

(c) Technology. All of Seller's right, title and interest in the technical information and know-how, confidential and non-confidential, which is owned or used by or on behalf of Seller solely in connection with the Business or the Business Assets, including without limitation (i) all patterns, plans, designs, research data, trade secrets and other proprietary know-how, formulae and manufacturing processes, operating manuals, drawings, technology, equipment and parts lists (with related descriptions and instructions), manuals, data, records, procedures, product packaging instructions, product specifications, analytical methods, sources and specifications for raw materials, toxicity and general health and safety information, research and development records and reports, and telephone numbers; and (ii) all licenses or other rights to use intellectual property rights of others, and internet domain names, as listed on Schedule 1.3(c) (the "Technology").

(d) Business Information. All business information and related books and records currently used by Seller and relating solely to its operation of the Business and the Business Assets, including but not limited to advertising, marketing and sales programs, custom and syndicated research (such as IRI), Business plans and the customer list to be delivered to Buyer at Closing (the "Business Information").

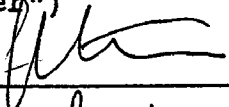
(e) Prepays. All prepaid expenses, deposits and transferable permits related to the Business.

1.4 Contracts. All commitments, contracts and agreements, whether written or oral, to which Seller has entered into in connection with the Business or the Business Assets including, without limitation, personal property leases, purchase orders for inventory, service or maintenance agreements, broker agreements, sales representative agreements and license agreements (hereinafter "Contracts"); provided, however, that with respect to any Contract which benefits any of Seller's businesses other than its maple products Business, Buyer shall only obtain a partial assignment of Seller's rights and obligations under such Contract to the extent the same pertain to such maple products Business. Contracts involving commitments by Seller (i) for terms of 12 (twelve) months or longer or (ii) in excess of Fifty Thousand United States Dollars (US\$50,000) as to any single Contract or (iii) with salesmen, commissioned agents, sales representatives, distributors, dealers or customers, are identified and described in Schedule 1.4 (all Contracts required to be disclosed under this Section 1.4 are hereafter referred to as the "Disclosed Contracts").

1.5 Inventories. The inventory of finished Products, and all raw materials and packaging materials used in connection therewith,

IN WITNESS WHEREOF, the parties have caused this Asset Purchase and Sale Agreement to be duly executed as of the date first above written.

SPECIALTY BRANDS OF AMERICA,  
INC. ("Buyer")

By: 

Title: 

BORDEN, INC. ("Seller")

By: 

Title: ATTORNEY IN FACT

BDH TWO, INC. ("Seller")

By: 

Title: ATTORNEY IN FACT

BORDEN FOODS CORPORATION ("Seller")

By: 

Title: ATTORNEY IN FACT

THE BORDEN COMPANY LIMITED ("Seller")

By: 

Title: ATTORNEY IN FACT

**SCHEDULE 1.3(b)(ii)**

**REGISTERED TRADEMARKS**

See attached list.

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Schedule 1.3(b)(ii)

**Trademarks of Borden Maple Products**

U.S. Trademarks

<u>Trademark</u>	<u>Goods</u>
100% Pure [and Design]	Maple Syrup
100% Pure [and Maple Leaf Design]	Maple Syrup
Cary's	Pancake Syrup
Cary's	Maple Syrup
Cary's	Low Calorie Table Syrup
Happy Jack	Pancake Syrup
MacDonald's*	Maple Syrup
Maple Orchards	Maple Syrup and Honey
Vermont Maple Orchards	Maple Syrup and Honey

Canadian Trademarks

<u>Trademark</u>	<u>Goods</u>
Bromont	Maple Products
Grove Brand	Maple Syrup
MacDonald's*	Maple Syrup
Maple Grove [and Design]	Table Syrup
Pride of Canada	Maple Syrups

Beaudry Maple Products and *Les Produits d'Érable Beaudry* are non-transferable trade names belonging to Borden. Borden Maple Products also has trade dress rights and copyrights in its various labels and package designs.

\*MacDonald's is an unregistered common law trademark of Borden, Inc. in the markets served by MacDonald's Pure Maple Syrup.

## ALL BORDEN MAPLE PRODUCTS TRADEMARKS IN THE UNITED STATES

MARK NAME	COUNTRY	REGISTRANT NAME	REG NUMBER	REG DATE	APL NUMBER	APL DATE	CLASS #	RENEWAL DATE	TRADEMARK STATUS
100% PURE & DESIGN	UNITED STATES	BDM TWO, INC.	1,665,516	11/19/1991	15,513	01/02/1990	30	11/19/2001	REGISTERED MAPLE SYRUP (U.S. CLASS 46)
100% PURE AND MAPLE LEAF DESIGN	UNITED STATES	BDM TWO, INC.	1,726,020	10/20/1992	174,128	06/10/1991	30	10/20/2002	REGISTERED MAPLE SYRUP (U.S. CLASS 46)
CARY'S	UNITED STATES	BORDEN, INC.	740,285	11/06/1962	108,546	11/16/1960	30	11/06/2002	RENEWED PANCAKE SYRUP. (US CLASS 46).
CARY'S	UNITED STATES	BORDEN, INC.	831,170	06/27/1967	246,123	04/25/1966	30	06/27/2007	RENEWED MAPLE SYRUP. (US CLASS 46).
CARY'S	UNITED STATES	BDM TWO, INC.	1,473,400	01/19/1988	659,169	05/04/1987	30	01/19/2008	REGISTERED LOW CALORIC TABLE SYRUP. (US CLASS 46).
HAPPY JACK	UNITED STATES	BORDEN, INC.	523,786	04/11/1950	553,004	03/25/1948	30	04/11/2000	RENEWED PANCAKE SYRUP. (US CLASS 46).
MAPLE ORCHARDS	UNITED STATES	BORDEN, INC.	1,688,448	05/19/1992	92,586	08/30/1990	30	05/19/2002	REGISTERED MAPLE SYRUP AND HONEY (U.S. CLASS 46).
VERMONT MAPLE ORCHARDS	UNITED STATES	BORDEN, INC.	1,685,806	05/05/1992	74,633	06/29/1990	30	05/05/2002	REGISTERED HONEY AND MAPLE SYRUP (U.S. CLASS 46).

TRADEMARK

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ALL BORDEN MAPLE PRODUCTS TRADEMARKS (INTERNATIONAL)

MARK NAME	COUNTRY	REGISTRANT NAME	REG NUMBER	REG DATE	APL NUMBER	APL DATE	CLASS #	RENEWAL DATE	TRADEMARK STATUS	GOODS
BEAURY MAPLE PRODUCTS	CANADA	THE BORDEN COMPANY LIMITED	167965	02/27/1970	320261	02/28/1969	00	02/27/2000	REGISTERED	MANUFACTURING AND DISTRIBUTION OF MAPLE SYRUP AND RELATED FOOD PRODUCTS.
BROMONT	CANADA	THE BORDEN COMPANY LIMITED	30/8601	05/27/1937	170947	05/27/1937	00	05/27/1997	REGISTERED	MAPLE SYRUP AND PRODUCTS MADE THERE-FROM, NAMELY, MAPLE BUTTER, MAPLE CANDIES AND MAPLE SUGAR
GROVE BRAND	CANADA	THE BORDEN COMPANY LIMITED	387312	08/02/1991	653466	03/19/1990	00	08/02/2006	REGISTERED	PURE MAPLE STRUP.
HAPLE GROVE & DESIGN	CANADA	THE BORDEN COMPANY LIMITED	270808	07/02/1982	412955	07/08/1977	00	07/02/1997	RENEWED	TABLE STRUPS.
PRIDE OF CANADA	CANADA	THE BORDEN COMPANY LIMITED								MAPLE SYRUP

TRADE NAME ALBERTA