

04-01-2008

J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



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103493590

To the Director of the U. S. Patent and Trademark Office: Please record this application and attachments or the new address(es) below.

3-31-08

1. Name of conveying party(ies):
Christie Food Products, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Massachusetts
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Steven G. Anastos
Internal _____
Address: _____
Street Address: 220 Canton Street
City: Stoughton
State: MA
Country: USA Zip: 02072

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other individual citizenship U.S.

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)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) Sept. 10, 2002

Assignment Merger
 Security Agreement Change of Name
 Other Order of U.S. Bankruptcy Court

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Serial No. 73142925

B. Trademark Registration No.(s)
1091037

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Christie's

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Jonathan R. Black, P.C.
Internal Address: _____
Street Address: 210 Whiting Street
Unit 6
City: Hingham
State: MA Zip: 02043
Phone Number: 781.740.4250
Fax Number: 781.740.4450
Email Address: jonathan.black@lawyer.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date 03/01/08 - 02/28/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: [Signature] Date 3/27/08
Signature
Jonathan R. Black
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Continuation of
Item 1: Name of Conveying Parties**

Vision Specialty Foods, Inc.
A Delaware Corporation

VSF Brands, Inc.
A Delaware Corporation

PODO L.L.C.
A Delaware Limited Liability Company

**Continuation of
Item 2.: Name and Address of Receiving Parties**

Mark A. Sawler
220 Canton Street
Stoughton, MA 02072

An Individual
U.S. Citizen

**Continuation of
Item 3.: Nature of Conveyance**

Attached is Order Approving Purchase Agreement and Confirming Sale of Assets
by United States Bankruptcy Court, Southern District of New York, Case No.
02B12406

**Continuation of
Item 4.: Application number or registration number and identification or
description of the Trademark.**

- A. Serial No. 72030729
- B. Registration No. 0657542
- C. Christie's Instant-Chef

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
: :
: :
: :
CHRISTIE FOOD PRODUCTS, INC., : Case No. 02 B 12406 (PCB)
VISION SPECIALTY FOODS, INC., :
VSF BRANDS, INC., and PODO L.L.C., :
: (Jointly Administered)
Debtors. :
: :
: :
----- X

ORDER APPROVING PURCHASE AGREEMENT AND CONFIRMING SALE OF ASSETS

This Court having entered an order (the "August 20th Order") on August 20, 2002, inter alia, (1) authorizing the above-captioned debtors (collectively, the "Debtors") to sell certain assets and assume and assign any unexpired leases and contracts pursuant to 11 U.S.C. §§ 105, 363 and 365 and Fed. R. Bankr. P. 6004 and 6006 and approving procedures related thereto; (2) scheduling: (a) an auction sale (the "Auction Sale") and (b) a hearing to confirm the sale (the "Sale Hearing"); and (3) approving the form, manner and sufficiency of notice; and an objection to the Debtors' characterization of a certain equipment lease as a disguised financing transaction and request to cure default (the "GE Objection") having been filed by GE Capital Colonial Pacific Leasing ("GE"); and a request to Cure Default (the "Casey Request") having been filed by Casey Brothers Trust ("Casey"); and a conditional objection (the "Refco Objection") having been filed by Refco Investment, Inc. ("Refco"); and an objection to the Debtors' characterization of certain equipment leases as disguised financing and

request for cure (the "Crown Objection") having been filed by Crown Credit Company ("Crown") and having heard the proffers of testimony and considered the evidence presented, including the representations of counsel for the Debtors and counsel for the Purchaser (as hereinafter defined) at the Sale Hearing; and it appearing that notice of the Sale Auction and the Sale Hearing has been provided as required by the August 20th Order; and sufficient cause appearing for the relief granted herein, the Court hereby FINDS and DETERMINES as follows:

A. On May 20, 2002 each of the Debtors, other than Podo L.L.C., filed with this Court voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. On July 3, 2002, Podo L.L.C. filed with this Court a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors are continuing to manage their properties and operate their businesses as debtors-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.

B. This Court has jurisdiction over the cases and parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the matters herein constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2).

C. Pursuant to 11 U.S.C. §§ 102(1), 105, 363, and 365, Rules 2002, 4001(c) and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the August 20th Order, the Debtors have provided due and sufficient notice of the Auction Sale and the Sale Hearing, to counsel to the Creditors' Committee; the United States Trustee for the Southern District of New York; all entities reasonably known by the Debtors to have an interest in the assets to be sold (the "Assets"); all parties known to the Debtors to assert liens against the Assets; all parties that have filed a notice of appearance herein; and all appropriate governmental

units; and has provided due and sufficient notice to all parties to executory contracts and leases, as to the foregoing as well as to the amount that the Debtors believe is required to be paid to cure any defaults under such executory contracts and leases (the "Cure Claims"); and no further notice of the relief granted in this Order is required. Such notice is appropriate, adequate and proper under the circumstances of this case as set forth herein, and as presented to the Court.

D. Pursuant to the August 20th Order, the Auction Sale commenced on September 10, 2002, at approximately at 10:00 a.m. Steven G. Anastos and Mark A. Sawler, or their designee (the "Purchaser") was the prevailing and successful bidder for the Assets, at a price of \$710,000 (the "Purchase Price"), and shall execute the Asset Purchase Agreement, substantially in the form attached hereto as Exhibit "A". Pearlco of Boston, Inc. (the "Back-up Purchaser") was the next highest bidder for the Assets at a purchase price of \$705,000 (the "Back-up Purchase Price"). No other person or entity presented itself as both willing and able to pay at least as much money for the Assets.

E. The sale contemplated by the Asset Purchase Agreement is in the best interest of the Chapter 11 estate and creditors, is proposed in good faith, and the amount of the Purchase Price is fair and reasonable given the Debtors' current financial condition and diminishing prospects for reorganization.

F. The Purchaser and Back-up Purchaser each is a bona fide good faith purchaser for value and, as more fully and completely described in the Asset Purchase Agreement, is prepared to purchase the Assets.

G. The Assets do not include any of the equipment subject to agreements with GE, Crown and Refco, and do not include the real property lease with Casey, or

any other executory contracts or unexpired leases (collectively, the "Excluded Assets"). Therefore, the GE Objection, Casey Request, Crown Objection and Refco Objection are resolved and no other objections have been made.

Accordingly, the Court having made the findings as set forth above, does hereby ORDER, ADJUDGE and DECREE as follows:

1. Any objection, assuming it has not been withdrawn or settled, is hereby overruled with prejudice.

2. This Court has jurisdiction over the matters set forth herein pursuant to 28 U.S.C. §§ 157 and 1334 and authority to allow the relief sought herein pursuant to Section 102(1), 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004 and 6006.

3. This Court accepts the proffers of testimony introduced at the Sale Hearing as evidence and makes its findings of fact in reliance of such proffers.

4. The Debtors have full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby and the sale of the Assets pursuant to the Asset Purchase Agreement, has been duly and validly authorized by all necessary corporate action of the Debtors.

5. The auction process conducted by the Debtors pursuant to the August 20th Order was non-collusive, fair, reasonable and conducted in good faith.

6. Pursuant to Sections 105 and 363(d) and (f) of the Bankruptcy Code, the Asset Purchase Agreement is hereby authorized and approved in all respects, including, without limitation, the sale, transfer and assignment of the Assets to the Purchaser free and clear of any and all liens, security interests, encumbrances, pledges, claims, obligations, licenses, charges, mortgages, other restrictions, and

other interests within the meaning of Section 363(f) of the Bankruptcy Code and every kind, nature and description, whether fixed or contingent, perfected or unperfected (collectively, the "Liens and Interests"), and the Debtors are hereby authorized and directed to sell, transfer and assign the Assets to the Purchaser free and clear of all Liens and Interests, with all Liens and Interests, to the extent any exist, terminated and discharged as to the Assets and attaching solely and exclusively to the proceeds of the sale with the same rights and priorities therein as in the Assets.

7. The Closing (the "Closing") with the Purchaser shall occur no later than September 20, 2002, at the offices of the Debtors' counsel.

8. The Purchaser is not assuming and shall not be bound by or liable for any claims, obligations, suits or liabilities of the Debtors (or any entity which may be liable with the Debtors) of any kind or nature, whether absolute, accrued, contingent or otherwise and whether due or to become due and whether or not asserted, and whether known or unknown, except for and to the extent of the specific obligations to be assumed or taken subject to by the Purchaser as set forth in the Asset Purchase Agreement.

9. The sale authorized and approved by the Order was approved after an auction and a hearing appropriately advertised and noticed, at which reasonable opportunity was given to interested parties and the general public to make higher and better offers, and for the purposes of Section 363(m), as well as for other purposes, each of the Purchaser and the Back-up Purchaser has acted in good faith and is a bona fide purchaser for value of the Assets.

10. Upon the Closing, counsel to the Debtors shall establish an interest bearing account (the "Escrow Account") into which the Purchase Price shall be

deposited. All Liens and Interests shall attach to the funds in the Escrow Account with the same priority, validity and extent therein as in the Assets. No funds shall be disbursed from the Escrow Account absent further order of this Court.

11. The Debtors and Purchaser are hereby authorized to take such steps to consummate the Asset Purchase Agreement and complete the sale and enter into such ancillary agreements, documents, instruments, assurances, and non-material amendments to effectuate the sale as contemplated herein and to carry out the intent and purpose of this Order and the Asset Purchase Agreement, including, without limitation, in consultation with the Creditors Committee, and Bank Polska.

12. The Purchaser shall increase its deposit from \$20,000 to \$71,000, by wire transfer, by the close of business on September 11, 2002. In the event, the Closing does not occur with the Purchaser by September 20, 2002, then the Debtors shall be authorized without further order of this Court to close the sale of the Assets to the Back-up Purchaser, at the Back-up Price, and the Back-up Purchaser shall be required to close such a sale by September 27, 2002, pursuant to an Asset Purchase Agreement, modified only as to reflect the Back-up Purchaser Price and revised Closing date; in such event, the Back-up Purchaser shall have all rights and privileges granted to the Purchaser under this Order. If the failure to close with the Purchaser by September 20, 2002, or the Back-up Purchaser by September 27, 2002, respectively, is not the fault of the Debtors, then the Debtors shall be entitled to retain the respective deposits as liquidated damages.

13. At the conclusion of the Closing with the Purchaser, the Debtors shall return the deposit of the Back-up Purchaser to the Back-up Purchaser.

14. From and after the Closing, the Purchaser shall pay to Casey all use and occupancy and/or rent accruing from October 1, 2002 and thereafter, until the Purchaser vacates, with respect to the premises located at 10 Charlam Drive, Braintree, M.A.

15. The sale, the Asset Purchase Agreement and all other transactions approved by this Order shall be binding on any trustee appointed in the Debtors' Chapter 11 cases and on any trustee appointed or elected in a Chapter 7 case to which the Debtors' Chapter 11 case may be converted.

16. In the event of any inconsistency between the terms of the Asset Purchase Agreement (or any other document) and this Order, the terms of this Order shall govern.

17. This Court retains exclusive jurisdiction to adjudicate and resolve by final order and judgment any claim or cause of action arising out of the Asset Purchase Agreement, the sale and any other transactions contemplated thereby or the consummation of the sale of the Assets or any of the transactions approved by this Order.

Dated: New York, New York
September 12, 2002

/s/ Prudence Carter Beatty
United States Bankruptcy Judge

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of September ____, 2002 is entered into by and between Christie Food Products, Inc. ("Christie"), Vision Specialty Foods, Inc. ("Vision"), VSF Brands, Inc. ("VSF") and PoDo L.L.C. ("PoDo," and together with Christie, Vision and VSF the "Sellers"), as debtors and debtors-in-possession under jointly administered Case No. 02-B-12406 (PCB) of the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and Stephen G. Anastos and Mark A. Sawler (together, the "Buyer").

WHEREAS, the Bankruptcy Court entered an order, attached hereto as Exhibit A, pursuant to which Sellers were authorized to sell certain assets and assume and assign any unexpired leases and contracts in an auction sale on September 10, 2002 (the "Auction Sale");

WHEREAS Sellers wish to sell to Buyer and Buyer wishes to purchase from Sellers the Acquired Assets (as defined below), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, received to the full satisfaction of each of them, the parties hereby agree as follows:

1. SALE AND PURCHASE OF ASSETS

1.1 Transfer of Acquired Assets. Subject to the terms and conditions set forth herein, the parties agree that, on the Closing Date (as defined below), Sellers shall sell, transfer, assign and convey to Buyer, and Buyer shall acquire, accept and purchase from Sellers, all of Sellers' right, title and interest in and to the assets of Sellers described in Schedule 1 attached hereto (the "Acquired Assets") for the Purchase Price (as defined below) .

2. CLOSING; DELIVERIES

2.1 Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on September 10, 2002 at 10:00 a.m. at the law offices of Brown Raysman Millstein Felder & Steiner LLP, 900 Third Avenue, New York, New York 10022, or such other place as the parties shall agree in writing (the "Closing Date").

3. PURCHASE PRICE

3.1 Determination of Purchase Price. The aggregate consideration for the sale of the Acquired Assets (the "Purchase Price") shall be Seven Hundred Ten Thousand Dollars (\$710,000), payable by wire transfer at the Closing in immediately available funds to an account

designated by Sellers, less any deposit previously paid by the Buyer to Sellers pursuant to the procedures of the Auction Sale.

4. BROKER FEES; INDEMNIFICATION

4.1 Broker Fees. No party hereto shall pay or be responsible for any fees for brokers, finders, financial advisors, investment bankers or the like in connection with the transactions contemplated by this Agreement unless such party expressly agrees in writing to the payment of such fees. In the event of a claim for a broker's, agent's or finder's fee or commission in connection with the negotiation, execution or consummation of this Agreement, the party upon whose alleged statement, representation or agreement such claim or liability is based shall indemnify, hold harmless and defend the other party from and against such claim and liability, including without limitation reasonable attorneys' fees and court costs.

5. AS IS TRANSACTION

5.1 BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO, INCLUDING THE STATUS, REGISTRATION AND ENFORCEABILITY OF, THE ACQUIRED ASSETS (INCLUDING, WITHOUT LIMITATION, TRADEMARKS, SERVICE MARKS, TRADE NAMES, LOGOS, SOFTWARE PROGRAMS, MASK WORK, PATENTS, TRADE SECRETS, COPYRIGHTS, INVENTIONS, FORMULAE AND SIMILAR PROPRIETARY INTELLECTUAL PROPERTY RIGHTS WHICH ARE INCLUDED IN THE SCHEDULE OF ACQUIRED ASSETS ("INTELLECTUAL PROPERTY")), INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE ACQUIRED ASSETS, THE VALUE OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF ACQUIRED ASSETS, THE TITLE OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF), THE COLLECTIBILITY OF THE RECEIVABLES, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THE SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS BUYER DEEMS NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND

INVESTIGATIONS AND ACCORDINGLY, BUYER WILL ACCEPT THE ACQUIRED ASSETS (INCLUDING, WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY) AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

6. ACTION TO BE TAKEN AT CLOSING

6.1 Action to be taken by Sellers.

At the Closing, Sellers shall deliver to Buyer the following:

(a) a copy of the orders/notices from the Bankruptcy Court (i) authorizing the Auction Sale and (ii) confirming the results of the Auction Sale and approving this Agreement, which such order/notice shall be from a sale hearing to be held at the Bankruptcy Court at the conclusion of the Auction Sale on September 10, 2002, or as otherwise set by the Bankruptcy Court;

(b) such other certificates, instruments and documents as are necessary to effect and document the transactions contemplated hereby.

6.2 Action to be taken by Buyer.

At the Closing, Buyer shall deliver to Sellers the Purchase Price via wire transfer to an account designated by Sellers.

7. MISCELLANEOUS

7.1 Expenses. Each party hereto shall pay all expenses incurred by it in connection herewith.

7.2 Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

7.3 Notices. Any notices or other communications required or permitted hereunder shall be given by hand, overnight delivery service, telex, telecopy or mail (registered or certified, postage prepaid, return receipt requested) as follows:

If to Buyer, to:

Mr. Stephen A. Anastos
80 Clover Lane
Stoughton, MA 02072
Fax: (781) 341-2383

If to Sellers, to:

Mr. Scott Johnson
c/o Christie Food Products
10 Charlam Drive
Braintree, MA 02184
Fax: (781) 848-7835

or to such other address as any party hereto may, from time to time, designate by written notice given in like manner. Such notice or communication shall be effective and be deemed to have been given upon delivery if by hand, upon transmission (or upon the following business day at the place of the addressee if sent on a day other than a business day at such place) if sent by telex or telecopy (with request for assurance of receipt customary for communication of such type), on the seventh business day after deposit with the postal service if sent by mail or on the second business day after delivery to an overnight delivery service if sent by overnight delivery service.

7.4 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party.

7.5 Complete Agreement. This Agreement, including all certificates and other documents delivered by the parties at the closing of the transactions described in this Agreement, contain the entire understanding of the parties with respect to the transactions contemplated hereby and thereby, and supersede all prior arrangements or understandings with respect thereto. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein.

7.6 Schedules and Exhibits. The Schedules and Exhibits referred to herein and attached to this Agreement are incorporated herein by such reference as if fully set forth in the text hereof. Terms used in the Schedules that are not specifically defined shall have the same meanings as ascribed to them in this Agreement.

7.7 Modifications, Amendments and Waivers. At any time subsequent to the Closing Date, (i) the parties hereto may, by written agreement, modify, amend or supplement any term or provision of this Agreement, and (ii) any term or provision of this Agreement may be waived in writing by the party which is entitled to the benefits thereof.

7.8 No Agency. Each party hereto is acting (and has acted at all times) for its own account and not for the account of another person; and no agency or partnership relationship is intended to be created.

7.9 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7.10 Waiver. The waiver by any party hereto of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall not be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder and shall not affect in any way rights arising by virtue of any such prior or subsequent occurrence.

7.11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such revision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement, except to the extent that such prohibition or invalidity would constitute a material change in the terms of this Agreement taken as a whole.

7.12 Governing Law. This agreement shall be construed in accordance with, and shall be governed by, the laws of the state of New York, without regard to its conflict of law rules.

7.13 Bankruptcy Court Jurisdiction. THE PARTIES AGREE THAT THE BANKRUPTCY COURT OF THE SOUTHERN DISTRICT OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE ACQUIRED ASSETS; AND/OR (iii) ANY OTHER MATTER IN DISPUTE HEREUNDER. THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION AND, ACCORDINGLY, WAIVE ANY RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING RELATING HERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SELLERS:

CHRISTIE FOOD PRODUCTS, INC.

By: _____
Name: _____
Title: _____

VISION SPECIALTY FOODS, INC.

By: _____

Name: _____
Title: _____

VSF BRANDS, INC.

By: _____
Name: _____
Title: _____

PODO L.L.C.

By: _____
Name: _____
Title: _____

BUYER:

By: _____
Name: Stephen G. Anastos

By: _____
Name: Mark A. Sawler

SCHEDULE 1

ACQUIRED ASSETS

(see attachment)

[TO BE FURNISHED UPON REQUEST]

[EXHIBIT A

[SALE ORDER]

BRMFS1 344288v1

TRADEMARK
REEL: 003751 FRAME: 0766

SCHEDULE 1 TO
ASSET PURCHASE AGREEMENT

CHRISTIE COCKTAIL SAUCE

CHRISTIE COLE SLAW DRESSING

CHRISTIE TARTAR

CHRISTIE RANCH DRESSING

CHRISTIE CAESAR DRESSING

CHRISTIE C&C BLUE CHEES DRESS

CHRISTIE ITAL DRESSING BUS

CHRISTIE GOLDEN ITALIAN DRESSING

CHRISTIE RANCH DRESSING

CHRISTIE RUSSIAN DRESSING

CHRISTIE COMMODORE FRENCH DR

CHRISTIE LITE GREEK DRESSING

CHRISTIE GREEK DRESSING

CHRISTIE ITALIAN REGULAR MIX

CHRISTIE ITALIAN REGURAL

CHRISTIE LITE ITALIAN DRESSING

CHRISTIE PARMESAN PEPERCORN

CHRISTIE LIQUID CHICK CONSOMME

CHRISTIE DILL SAUCE

CHRISTIE MINESTONE SOUP MIX

CHRISTIE SHRIMP BISQUE MIX

CHRISTIE RICE PILAF MIX 12/2LB

CHRISTIE RICE PILAF MIX OBSOL

CHRISTIE RICE PILAF MIX OBSOL

CHRISTIE BEEF IT

CHRISTIE ITALIAN S MIX 24/8OZ

CHRISTIE CLARET SAUCE

CHRISTIE GREEK DRY MIX 6/3LB

CHRISTIE BEEF NOODLE SOUP MIX

CHRISTIE VEGATABLE SOUP MIX

CHRISTIE GREEK MIX 24/8OZ

CHRISTIE LEMON BASE SWEETENED

CHRISTIE LEMON BASE - UNSWEETENED

CHRISTIE LIME BASE UNSWEETENED

CHRISTIE HONEY GLAZE

CHRISTIE BBQ SAUCE - SIZZLING

CHRISTIE DUCK SAUCE

CHRISTIE CHAMPAGNE MUSTARD

CHRISTIE BEEF TEA

TRADEMARK

REEL: 003751 FRAME: 0767

CLASSIC CREATIONS BLUE CHEESE
CLASSIC FARM/PEP/ROAST GARL
CLASSIC CREATIONS LOW FAT ZINF
CLASSIC CREATIONS FF BALS VIN
CLASSIC CREATION CREAMY CEASA
CLASSIC CREATIONS CREAMY GREEK
CLASSIC CREATIONS HONEY DIJON
CLASSIC CREATIONS GREAT CAESAR
CLASSIC CREATIONS RANCH
CLASSIC CREATIONS RUSSIAN
CLASSIC CREATION CREAM ITALINA
CLASSIC SEPERATING ITALIAN
CLASSIC CREATION FF PEP RANCH
CLASSIC CREATION GOLD ITALIAN
CLASSIC CREATION FRENCH
CLASSIC CREATION FF RASBRY VIN
CLASSIC CREATION FF MAND ORANG
CLASSIC CREATION CREAM ITALIAN
CLASSIC CREATIONS BLUE CHEESE
CLASSIC CREATIONS LF ZIN VING
CLASSIC CREATION FF BALS VIN
CLASSIC CREATION GOURMENT GREEN
CLASSIC CREATION FF PEPR RANCH
CLASSIC CREATIONS 1000 ISLAND
CLASSIC CREATIONS FRENCH DRESS
CLASSIC CREATION LF RASBRY VIN
CLASSIC CREATION FF MAND ORANG
CLASSIC CREATION GOLD ITALIAN
CLASSIC CREATION FF ITALIAN

TRADEMARK

REEL: 003751 FRAME: 0768

SENSATIONAL GREAT CEASAR DRESS
SENSATIONAL CREAMY ITALIAN
SENSATIONAL LOW FAT ZINFANDEL
SENSATIONAL GOLDEN ITALIAN
SENSATIONAL FF BALSAMIC VINEG.
SENSATIONAL FF ITALIAN
SENSATIONAL BLUE CHEESE
SENSATIONAL FF THOUSAND ISLAND
SENSATIONAL FF PEPPERCORN RAN
SENSATIONAL CREAMY CEASAR
SENSATIONAL RANCH DRESSING
SEN PARM/PEP/w ROASTED GARLIC
SENSATIONAL HONEY DIJON
SENSATIONAL HONEY GINGER
SENSATIONAL CHANTI ITALIAN
SENSATIONAL LEMON PEPPER BIN.
SENSATIONAL ITALIAN
SENSATIONAL RUSSIAN DRESSING
SENSATIONAL GREAT CEASAR DRESS

TRADEMARK

REEL: 003751 FRAME: 0769

BUTCHER SHOP LEMON PEPPER 4
BUTCHER SHOP CAJUN MARINADE 4
BUTCHER SHOP LEMON GARLIC 4
BUTCHER SHOP TERIYAKI MAR 4
BUTCHER SHOP STEAKHOUSE
BUTCHER SHOP MESQUITE MAR
BUTCHER SHOP BEEF MARINADED
BUTCHER SHOP CHICKEN MARINADE
BUTCHER SHOP SCAMPTI MARINADE
BUTCHER SHOP ROASTED GARDLIC
BUTCHER SHOP MEDITERRANEAN
BUTCHER SHOP TOMATO HERB

TRADEMARK

REEL: 003751 FRAME: 0770

JAVIN CURRY POWDER
MAJOR GREY'S MANGO CHUTNEY

2

Christie Foods Inc. Braintree MA 02184

Equipment List

Tag #	Location	Description
A-1	Shop	6 hp Air Compressor/w60gal tank
A-2	Shop	Assorted Hand tools
A-3	Shop	Bench Lathe
A-4	Shop	14" Chop Saw
B-1	Warehouse	8000 sq ft warehouse racking/3 pallet high
B-2	Warehouse	Heating Cabinet
B-3	Warehouse	Small Chest Freezer
B-4	Warehouse	1000 lb ribbon blender w/electric lift
B-5	Warehouse	150 lb ribbon blender
B-6	Warehouse	assorted plastic drums on wheels
B-7	Warehouse	Ribbon Blender Drive Replacement
B-8	Warehouse	Doran 100 lb scale
B-9	Warehouse	Hobart Mixer
B-11	Warehouse	Box Bander
B-12	Warehouse	Large Walk-in Refridgerator
B-13	Warehouse	Heat Pro Drum Warming Cabinet
B-14	Warehouse	Cardboard Baler
B-15	Warehouse	Steel Shelf unit
B-16	Warehouse	Steel Wire Shelf unit
B-17	Warehouse	2 Door Steel Cabinet
B-18	Warehouse	Hobart 120A Battery Charger
B-19	Warehouse	LTD 30A battery charger
B-20	Warehouse	Yuasa 173A Battery Charger
B-21	Warehouse	Exide Single Shift Charger
C-1	Kitchen	Triclover size 60 pump
C-2	Kitchen	Waukeshan Size 25 pump
C-3	Kitchen	Waukeshan Size 25 pump
C-4	Kitchen	Waukeshan Size 25 pump
C-5	Kitchen	Waukeshan Size 55 pump
C-6	Kitchen	Triclover centrifugal pump
C-7	Kitchen	Crepaco size 60 pump
C-8	Kitchen	Crepaco centrifugal pump
C-9	Kitchen	Waukeshan Size 60 pump
C-10	Kitchen	Viatek 473 gal heated mixing kettle
C-11	Kitchen	350 gal tank w/2 agitators
C-12	Kitchen	100 gal tank w/2 agitators
C-13	Kitchen	Gearco 20 hp colliod mill
C-14	Kitchen	Gearco 20 hp colliod mill
C-15	Kitchen	350 gal Hamilton cooking kettle/agitator
C-16	Kitchen	125 gal Hamilton cooking kettle/agitator
C-17	Kitchen	50 gal heated kettle
C-18	Kitchen	150 psi 2" water filter
C-19	Kitchen	neptune mechanical flow meter system
C-20	Kitchen	Badger magnetoflow meter system
C-21	Kitchen	Badger size 2 flow meter (old)
C-22	Kitchen	Anderson Chart recorder/temp control system
C-23	Kitchen	Doron 7000XL 24 lb scale
C-24	Kitchen	Fairbanks 100 lb scale
C-25	Kitchen	Fairbanks 1000 lb Floor Scale
C-26	Kitchen	Neptune Gallon meter (oil)
C-26	Kitchen	CIP wash tank w/pump
C-27	Kitchen	1.5" and 2" assortment of tubing and fittings
C-28	Kitchen	500 gal holding tank
C-29	Kitchen	501 gal holding tank w/agitator
C-30	Kitchen	502 gal holding tank w/agitator
C-31	Kitchen	5 shelf SS shelving unit

Yes 2 C-26's
Yes 2 C-26's

3

C-32	Kitchen	4 shelf SS shelving unit
C-33	Kitchen	9' SS prep table
C-34	Kitchen	3x3' SS table
C-35	Kitchen	2' ss platform w/ shelf
C-36	Kitchen	3' ss platform w/raii
C-37	Kitchen	1' ss platform
C-38	Kitchen	Doron 24 lb scale on shelf
C-39	Kitchen	ss tubing hard piped for recirculating
C-40	Kitchen	100 gal steam jacketed mixing tank (portable)
C-41	Kitchen	300 gal heated mixing tank w/agitator
G-1	Production	Waukeshan size 30 portable pump
G-2	Production	Waukeshan size 30 portable pump (white)
G-3	Production	Waukeshan size 30 portable pump(grey)
G-4	Production	6000 gal heated fructose tank
G-5	Production	3000 gal fiberglass storage tank
G-6	Production	3000 gal fiberglass storage tank
G-7	Production	3500 gal ss dual well holding tank
G-8	Production	1300 gal steel holding tank (oil)
G-9	Production	2000 gal SS holding tank (cider vinegar)
G-11	Production	110 gal port holding tank
G-12	Production	Clayton 60 hp steam generator
G-13	Production	Small Walk-in cooler
G-14	Production	Quincy Q-10 air compressor
G-15	Production	120 v air dryer unit for compressor
G-16	Production	Blue weather resistant computer cabinet
G-17	Production	3x6 SS table
G-18	Production	3x2 SS table
G-19	Production	3x2 SS table
G-20	Production	3x4 SS table
G-21	Production	Marsh Printer w/computer unit 3 heads/3 conveyors
G-22	Production	400 lb rollaround platform
G-23	Production	400 lb rollaround platform
G-24	Production	5x3 ss table
G-25	Production	PR-1 Holmatic cupfiller
G-26	Production	Goring Kerr metal detector
G-27	Production	Cap sorter applicator (home-made)
G-28	Production	Crown High lift Jack
G-29	Production	Crown WP 2000 floor jack
G-30	Production	Crown 400 GPW floor jack
G-31	Production	Crown Manual floor jack
G-32	Production	Aluminum Dock plate large
G-33	Production	Aluminum Dock plate medium
G-34	Production	Aluminum Dock plate medium
G-35	Production	Aluminum Dock plate small
G-36	Production	Pedestal Fan
G-37	Production	Pedestal Fan
G-38	Production	Pedestal Fan
G-39	Production	Pedestal Fan
G-40	Production	Pedestal Fan
G-41	Production	Pedestal Fan
G-42	Production	Pedestal Fan
G-43	Production	Pedestal Fan
G-44	Production	Crown Short Stacker
G-45	Production	Jet 2 ton crane
G-46	Production	Rolling Trash Bin (Rubbermaid)
G-47	Production	Rolling Trash Bin (Rubbermaid)
G-48	Production	Rolling Trash Bin (Rubbermaid)
G-49	Production	Steel Computer Cabinet
G-50	Production	6 drawer Desk

4

G-51	Production	0 Drawer Desk	
G-52	Production	Rolling Trash Bin (Rubbermaid)	
G-53	Production	3 SS 10' Conveyors	
D-1	Line 1	Mateer CVF Filler	
D-2	Line 1	4 head gallon filler	
D-3	Line 1	Overflow Tank	
D-4	Line 1	Triclover PR-10 return pump	
D-5	Line 1	5' ss Shelf	
D-6	Line 1	Auto label Machine	
D-7	Line 1	Videojet 37 ez bottle coder	
D-8	Line 1	gal bottle unscrambler	
D-9	Line 1	3M tape machine	
D-10	Line 1	ss tabletop conveyor	
D-11	Line 1	Roller Conveyor	
E-1	Line 2	Bottle Cleaner	
E-2	Line 2	Elgin Quad filler	
E-3	Line 2	10' conveyor	
E-4	Line 2	6-9 head inline filler	
E-5	Line 2	Waukesha #15 return pump	
E-6	Line 2	small overflow tank	
E-7	Line 2	Resina Capper	
E-8	Line 2	Auto label Machine w/screw feed	
E-9	Line 2	Auto label Machine side labeler	
E-10	Line 2	Auto label top labeler	
E-11	Line 2	Accumulator table (rotary)	
E-12	Line 2	12' Conveyor	
E-13	Line 2	Kalish bander	
E-14	Line 2	ss u-turn conveyor	
E-15	Line 2	neck band heat shrink tunnel	
E-16	Line 2	videojet 37 ez bottle coder	
E-17	Line 2	Accumulator table- packing station	
E-18	Line 2	Roller feed conveyor for cases	
E-19	Line 2	3M tape machine	
E-20	Line 2	Roller conveyor -flexible	
F-1	Line 3	Bottle Unscrambler	
F-2	Line 3	AFI All fill jar filling system	
F-3	Line 3	2 head Elgin Filler	
F-4	Line 3	8' conveyor	
F-5	Line 3	Superior Round side labeler	
F-6	Line 3	8' conveyor	
F-7	Line 3	Auger Feed Hopper	
F-8	Line 3	Heat Gun Shrink Tunnel	
F-9	Line 3	Videojet 37 ez bottle coder	
O-1	Office	Assorted Office Furniture	Everything Upstairs
		9 office desk sets w chairs (old)	
		8 five drawer metal filing cabinets	
		1 Conference room table w/6 chairs (old)	
		7 Personal Computers-older	
		Network Server	
		Phone System -Voicemail Lucent w/14 handsets	
		4 Cafeteria booth style tables-old	
		2 fax machines	
		2 photocopy machines	