

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment, made as of the 17th day of May, 1996, by FROZEN 96, LLC., a Kentucky limited liability company ("Seller") and TASTE 2000, INC., a Kentucky corporation ("Buyer").

RECITALS

A. Buyer and Seller entered into an Assets Purchase Agreement dated as of May 17th, 1996 (the "Assets Purchase Agreement"), whereby Seller agreed to sell substantially all of Seller's business and, substantially all of the assets and properties of the of Seller, tangible and intangible, real and personal, wherever situated (the "Acquired Assets").

B. In order that Buyer shall be in possession of an instrument vesting title in it to the Acquired Assets, Seller desires to execute and deliver this Bill of Sale and Assignment.

AGREEMENT

NOW, THEREFORE, for the consideration of the purchase price of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), the receipt of which is hereby acknowledged:

1. Transfer of Assets. Seller hereby sells, transfers, conveys, assigns, sets over and confirms unto Buyer, its successors and assigns, the Acquired Assets, including, but not limited to the following, free and clear of all mortgages, liens pledges, security interests, charges for ad valorem taxes not yet due and payable:

(a) All machinery, equipment, furniture, fixtures, including, without limitation, those identified in the summary of the fixed assets register of Seller.

(b) All supplies, spare parts, tools, dies, jigs, accessories and maintenance equipment.

(c) All prototypes, models, drums, and components related to the Machines .

(d) All inventories, including, but not limited to, raw materials, work-in-progress and unfinished goods.

(e) All of Seller's rights, title and interest under, and in and to agreements to which Seller is a party, to which Seller is a party including, but not limited to, the Management Agreement (the "Management Agreement") entered into between Food Service Partnership, LTD. and Taste Technologies, Management, Inc. on September 10, 1993 (the "Contracts").

(f) All of Seller's rights, title and interest under, and in and to all permits, licenses, concessions and similar rights granted to it or held by it.

(g) All trade names, trademarks, service marks, and copyrights, and all registrations or applications for registration thereof owned or used by Seller.

(h) All other intellectual property relating to the Machines and Mixes including without limitation all trade secrets, shop rights, processes, know-how, technical data, patents, inventions, industrial models, designs, trade secrets and other proprietary and intangible property all registrations and applications for and rights to any of the forgoing, including without limitation those described in Exhibit A attached hereto ("Intellectual Property").

(i) All files, plans, engineering drawings, customer lists, potential customer lists, marketing plans, business plans, all records with respect to production, product engineering, product development, market research, market development, costs, catalogs and books and records relating to the Business (collectively, the "Books and Records").

(j) All rights of the Seller in the Management Advance of \$300,000 representing a payment by the Food Service Partnership, LTD. to Taste Technologies Management, Inc. under the Management Agreement.

TO HAVE AND TO HOLD the Acquired Assets, unto Buyer, its successors and assigns, and for its and their own use, forever.

2. Further Assurances. Seller hereby covenants and agrees that it will from time to time, at the request of Buyer and without further consideration, take such additional actions and duly execute and deliver to Buyer, its successors or assigns, such additional instruments and documents, as may be reasonably required in order to better assign, transfer, vest title or reduce to possession any of the Acquired Assets in or to Buyer, its successors and assigns.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed by its duly authorized officer as of the day, month and year first above written.

FROZEN 96, LLC

By: Kimberly Beach
Kimberly Beach, Member

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EXHIBIT A
INTELLECTUAL PROPERTY

PATENT NUMBERS:

5,419,150

5,433,084

- 5,410,888