



02-12-1999

02-08-1999

U.S. Patent & TMO/c/TM Mail Ropt Dt. #11



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U.S. DEPT. OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Commissioner

100964811

ched original documents or copy thereof.

1. Name of conveying party(ies):

HUHTAMAKI FINANCE B.V.

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

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

3. Nature of conveyance:

2-8-99

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Effective Date: June 30, 1998
Execution Date: July 17, 1998

2. Name and address of receiving party(ies):

Name: HOMESTEAD, INC.

Internal Address: _____

Street Address: 5060 Ward Road

City: Wheat Ridge State: CO Zip: 80033

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State DELAWARE

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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s) **761,679; 1,393,452;
1,456,733; 1,923,905; and 1,951,921**

Additional numbers attached? Yes No

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

Name: Martha L. Cecil-Few

Internal Address: _____

Street Address: HOMESTEAD, INC.

5060 Ward Road

City: Wheat Ridge State: CO Zip: 80033

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ 140

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-2695

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

02/11/1999 JSMBABZZ 00000239 082695 761679

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 100.00 CH

140E

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.

MARTHA L. CECIL-FEW

Martha L. Cecil-Few

February 1, 1999

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 30th day of June 1998, ("Effective Date"), by and between HUHTAMAKI FINANCE B.V., a Dutch corporation, with its principal office at Burgemeester Rijnderslaan 26, P.O. Box 49, 1180 AA Amstelveen, The Netherlands ("Assignor"), and HOMESTEAD, INC., a Delaware corporation, with its principal office at 111 Continental Drive, Suite 309, Newark, Delaware 19713, U.S.A. ("Assignee").

Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to: (a) those United States trademarks identified and set forth on Schedule A attached hereto, including any and all registrations and applications for registration thereof; goodwill associated therewith; common law and any and all other rights appertaining thereto; any and all modifications, variations or extensions thereof; the trade dress heretofore used in connection with or heretofore relating to such trademarks and/or the products heretofore bearing any such trademarks; and any modifications, variations or extensions of such trade dress; and (b) those foreign trademarks set forth on Schedule B attached hereto, including any and all registrations and applications for registration thereof; goodwill associated therewith; common law and any and all other rights appertaining thereto; any and all modifications, variations or extensions thereof; the trade dress heretofore used in connection with or heretofore relating to such trademarks and/or the products heretofore bearing any such trademarks; and any modifications, variations or extensions of such trade dress (all of the foregoing collectively referred to herein as the "Marks").

NOW, THEREFORE, for One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with

which the Marks are used, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor represents and warrants that as of the Effective Date: Assignor is not a party to nor is it bound by any agreement inconsistent with this Assignment, and except as set forth on Schedule C, Assignor has granted no right or license permitting use of the Marks to a third party or otherwise taken any action since December 30, 1996, to create any lien or encumbrance on the Marks or to transfer any ownership interest in the Marks to a third party.

EXCEPT AS EXPRESSLY STATED HEREIN, ASSIGNOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE MARKS.

At Assignee's request, Assignor shall execute all documents necessary or desirable

to fully and efficiently effect the transfer and assignment of the Marks to Assignee and to duly record Assignee's ownership interests.

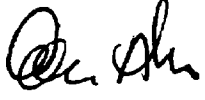
Assignor agrees to transfer to Assignee at Assignee's expense all rights in trademarks owned by Assignor and comprising and/or incorporating the words "Zagnut", "Switzer", or "Malteser" in any jurisdiction not set forth on either Schedules A or B including, without limitation, any registrations or applications for registration thereof and further agrees to cooperate with Assignee, at Assignee's expense, after the Effective Date to complete such transfer.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

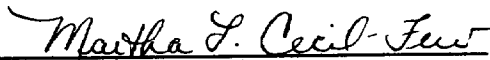
* * * *


IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 17th day of July, 1998.


HUHTAMAKI FINANCE, B.V.

By: 
Name: EERO AHO
Title: DIRECTOR

HOMESTEAD, INC.

By: 
Name: Martha L. Cecil-Few
Title: President

By: 
Name: VEESA SALONEN
Title: VICE PRESIDENT

By: 
Name: Vanessa J. McCall
Title: Vice-President

**SCHEDULE A
TO TRADEMARK ASSIGNMENT**

U.S. TRADEMARKS

<u>TRADEMARK</u>	<u>STATUS</u>	<u>REGISTRATION NUMBER</u>
MALTESER	Registered	761,679
MALTESER (STYLIZED)	Registered	1,923,905
SWITZER	Registered	1,393,452
ZAGNUT	Registered	1,456,733
ZAGNUT NUGGETS	Registered	1,951,921

**SCHEDULE B
TO TRADEMARK ASSIGNMENT**

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

ARGENTINA

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>STATUS</u>	<u>APP/REG NO.</u>
Argentina	ZAGNUT	Registered	1,501,740

BRAZIL

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>STATUS</u>	<u>APP/REG NO.</u>
Brazil	ZAGNUT	Pending	819,132,535

CANADA

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>STATUS</u>	<u>APP/REG NO.</u>
Canada	SWITZER	Registered	411,978
Canada	ZAG NUT & Design	Registered	100,600

MEXICO

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>STATUS</u>	<u>APP/REG NO.</u>
Mexico	SWITZER	Registered	555877
Mexico	ZAGNUT	Registered	427,274

**SCHEDULE C
TO TRADEMARK ASSIGNMENT**

License Agreement, commencing August 1, 1996 and ending December 31, 1999,
between Leaf, Inc. (Licensor) and Arcotoys, Inc., a Mattel Company (Licensee).

