

07-22-1999

ER SHEET
ONLY

OMB No. 0651-0011 (Rev. 4-94)



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To the Honorable Commissione,

101096704

the attached original documents or copy thereof.

1. Name of conveying party(ies):

CONOPCO, INC., dba LIPTON

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

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

2. Name and address of receiving party(ies)

Name: Lipton Investments, Inc.

Internal Address: _____

Street Address: 501 Silverside Road

City: Wilmington State: DE ZIP: 19809

- 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) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 22, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,255,954

Additional numbers attached? Yes No

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

Name: Rowena DeLeon

Internal Address: 19th Floor

Street Address: 390 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

21-0043

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

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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.

Rowena DeLeon
Name of Person Signing

Signature

7/19/99

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 001931 FRAME: 0906

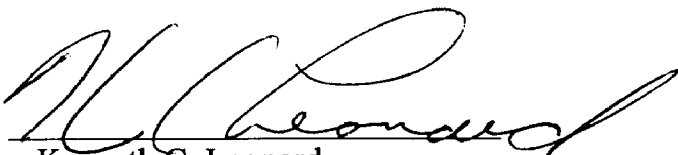
TRADEMARK ASSIGNMENT

WHEREAS, CONOPCO, INC. dba LIPTON, a New York corporation, having its principal place of business at 390 Park Avenue, New York, New York 10022 (hereinafter "ASSIGNOR"), has adopted and is using the mark CHEESE CREATIONS!, Registration No. 2,255,954, which is registered in the United States Patent and Trademark Office.

WHEREAS, LIPTON INVESTMENTS, INC., a Delaware corporation, having a place of business at 501 Silverside Road, Wilmington, Delaware 19809 (hereinafter "ASSIGNEE"), is desirous of acquiring ownership of said mark and the registration thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign to ASSIGNEE effective as of June 22, 1999, all its right, title and interest in and to said mark the registration therefor, together with the goodwill of the business symbolized by said mark

CONOPCO, INC. dba LIPTON

By: 
Kenneth C. Leonard
Assistant Secretary

LICENSE AGREEMENT

This agreement effective as of the 31st day of December, 1996, between Lipton Investments, Inc., a corporation organized and existing under the laws of the State of Delaware, having its address at 501 Silverside Road, Wilmington, Delaware 19809 (hereinafter called LICENSOR), and Conopco, Inc. dba LIPTON, a corporation organized and existing under the laws of the State of New York, having its address at 800 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 (hereinafter called LICENSEE), and supersedes the previous License Agreement dated the 30th day of April, 1990 between LICENSOR and LICENSEE, and amendments thereto; and the previous License Agreements between Van den Bergh Foods, Inc. and LICENSEE dated the 1st day of January, 1990 and the 1st day of May, 1990, and amendments thereto, due to a merger of Van den Bergh Foods, Inc. into LICENSOR on this 31st day of December, 1996.

WHEREAS, LICENSOR is the owner of the trademarks and the registrations and applications for the trademarks listed on Schedules A, B and C (hereinafter the Marks); and

WHEREAS, it is desired that LICENSEE may use the Marks as a licensee;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein it is hereby agreed:

1. LICENSOR hereby grants to LICENSEE an exclusive license, right and permission to manufacture, distribute and sell in the United States, its territories and possessions the goods using the Marks for which the same have been registered or for which application to register have been filed (hereinafter called "the Goods"). Such right and license shall extend to use of any and all Marks, trade names, customer lists, copyrights, unpatented formulae and technology, know-how and information relating to the Goods sold by LICENSEE under the Marks;
2. In consideration of the license granted, LICENSEE shall pay to LICENSOR or LICENSOR'S designee a royalty in the amount of the percentage rates identified on Schedules A, B and C of the Net Sales of the Goods distributed or sold (hereinafter the Royalty). Said Royalty will be paid at the end of each calendar year during which distribution or sale of the Goods was made. "Net Sales" shall

mean the gross sales of the Goods manufactured and sold by LICENSEE, calculated at their invoice price, less refunds for returned goods, quantity discounts, allowances, and less transportation and insurance charges, if separately billed.

3. A complete and detailed specification of the Goods to be manufactured by or on behalf of the LICENSEE shall be given by the LICENSOR to the LICENSEE.

4. The Goods bearing the Marks which are manufactured, distributed and sold pursuant to this agreement shall be manufactured, distributed and sold in accordance with the instructions and specifications furnished by LICENSOR to LICENSEE and approved by LICENSOR as to their nature and quality, or such modifications or changes thereof, or substitutions therefor, as may be thus approved by LICENSOR. Representative samples of the Goods produced under this agreement, together with samples of each of the packages in which the Goods are distributed or sold, shall be made available to LICENSOR prior to distribution or sale and prior to any modification or changes therein. If such Goods or package samples shall not meet with the approval of the LICENSOR, LICENSOR shall notify LICENSEE to that effect and LICENSEE shall forthwith correct the Goods and packages represented by such samples to correspond to changes suggested by LICENSOR.

5. LICENSEE shall permit LICENSOR or its authorized representatives to inspect the Goods bearing the Marks and methods of manufacturing them upon the premises of LICENSEE or of any person, firm, or corporation manufacturing any of the Goods for LICENSEE at all reasonable times.

6. LICENSEE agrees to submit samples of the Goods bearing the Marks to LICENSOR from time to time at LICENSOR'S request.

7. LICENSEE shall promptly advise LICENSOR of any infringement of the Marks and LICENSOR may take what action, if any, it deems appropriate to protect its rights. If LICENSOR does not take any action, LICENSEE, at its own expense, shall have the right to institute trademark infringement, unfair competition proceedings and/or other actions against any party to protect the Marks, and LICENSOR agrees to cooperate with the LICENSEE in such action.

8. This agreement shall continue and in force for a period of ten (10) years, and shall be renewable for additional terms of ten (10) years upon written agreement of both parties prior to expiration

of the then current term. This agreement is also terminable by LICENSOR for breach by the LICENSEE of the terms and conditions of this agreement unless LICENSEE corrects said breach within sixty (60) days or as soon as possible after receipt of written notice of such breach from LICENSOR.

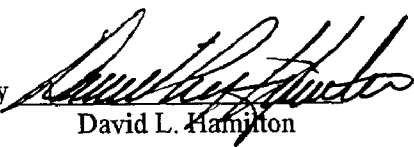
9. The terms of this agreement may not be changed or modified except by an instrument in writing duly signed on behalf of LICENSOR and LICENSEE.

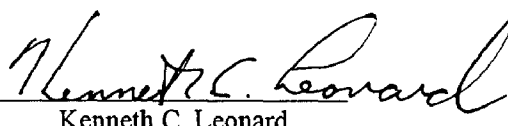
10. This agreement and all of the rights and obligations of the parties herein shall be construed and enforced under the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be duly executed in their respective names effective as of the day and year first above written.

LIPTON INVESTMENTS, INC.

Conopco, Inc. dba LIPTON

By 
David L. Hamilton
President

By 
Kenneth C. Leonard
Assistant Secretary

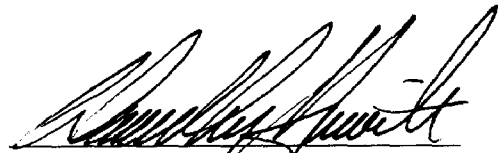
LIPTON.DOC

AMENDMENT TO LICENSE AGREEMENT
BETWEEN LIPTON INVESTMENTS, INC. and CONOPCO, INC. dba LIPTON
Dated December 31, 1996

This Amendment effective as of June 22, 1999 between LIPTON INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Delaware, having its address at 501 Silverside Road, Wilmington, Delaware 19809 (hereinafter called "Licensor"), and CONOPCO, INC. dba LIPTON, a corporation organized and existing under the laws of the State of New York, having its address at 800 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 (hereinafter called "Licensee").

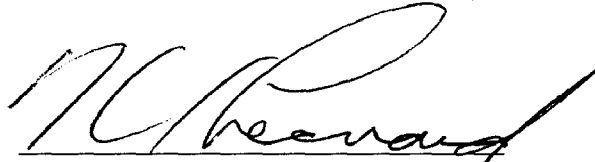
Licensor and Licensee agree to add the trademark CHEESE CREATIONS!, Registration No. 2,255,954 thereto.

LIPTON INVESTMENTS, INC.



Name: David L. Hamilton
Title: President

CONOPCO, INC. dba LIPTON



Name: Kenneth C. Leonard
Title: Assistant Secretary