


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b>  <b>Maultasch Enterprises, Inc.</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State New York <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b>  Name: <u>Waddington North America, Inc.</u> Internal Address: _____  Street Address: <u>100 East River Center Blvd., Suite 200</u> City: <u>Covington</u> State: <u>KY</u> Zip: <u>41011</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b>  <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>June 29, 2001</u>	<b>4. Application number(s) or registration number(s):</b>  A. Trademark Application No.(s)  B. Trademark Registration No.(s)  <u>2,002,633</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Maine &amp; Asmus</u>  Internal Address: _____  Street Address: <u>P.O. Box 3445</u>  City: <u>Nashua</u> State: <u>NH</u> Zip: <u>03061</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span>  <b>7. Total fee (37 CFR 3.41):</b> \$ <u>40.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b>  <u>500,323</u>  <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Statement and signature.</b> <i>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.</i>  <u>Scott J. Asmus, Reg. No. 42,269</u> Name of Person Signing  Signature <u>SEPT 18 2002</u> Date  <small>Total number of pages including cover sheet, attachments, and document.</small> <span style="border: 1px solid black; padding: 2px;">7</span>		

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

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT ("Agreement") is made as of June 29, 2001 between Bruce Maultasch, Jonathan Maultasch (each a "Seller" and collectively, the "Sellers"), Maultasch Merger Corporation, a New York corporation ("Purchaser"), Waddington North America, Inc., a Delaware corporation ("Waddington"), Maultasch Enterprises, Inc., a New York corporation (the "Company") and, solely with respect to Section 28(q) hereof, the other signatories hereto. As used herein, "Purchaser Entities" means Purchaser and Waddington.

### RECITALS

- A. Sellers own all of the outstanding shares of capital stock of the Company (the "Shares").
- B. Waddington owns all of the outstanding shares of capital stock of the Purchaser.
- C. By means of a reverse merger of Purchaser with and into the Company, Waddington desires to acquire one hundred percent (100%) of the Shares, on the terms and subject to the conditions contained herein.

### AGREEMENTS

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Merger.

(a) General. Upon the terms and subject to the conditions contained in this Agreement, at the Effective Time (as herein defined) and in accordance with the New York Business Corporation Law (the "NYBCL") Purchaser shall be merged with and into the Company (the "Merger"), the separate corporate existence of Purchaser shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation"). The Company and Purchaser are sometimes referred to in this Agreement as the "Constituent Corporations."

(b) Effect of Merger. Immediately following the Merger, the Surviving Corporation shall (i) possess all rights, privileges, immunities and franchises, both public and private, of the Constituent Corporations, (ii) be vested with all property, whether real, personal or mixed, and all debts due on whatever account, and all other causes of action, and all and every other interest belonging to or due to each of the Constituent Corporations, and (iii) be responsible and liable for all the obligations and liabilities of each of the Constituent Corporations, all with the effect set forth in the NYBCL.

(c) Consummation of the Merger. At the Closing, the parties shall cause to be filed with the Secretary of State of the State of New York such certificates of merger or other appropriate documents (such certificates and other documents being hereinafter collectively referred to as the "Certificate of Merger") executed in accordance with the relevant provisions of the NYBCL and shall make all other filing, recordings or publications required by the NYBCL

**Section 10(z)****Intellectual Property**

<u>Patent</u>	<u>Held By</u>
Combination pizza cutter	Bruce and Jonathan Maultasch
Closure for pizza box	Bruce and Jonathan Maultasch

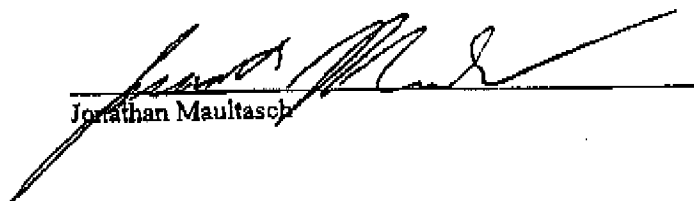
<u>Trademark</u>	<u>Held By</u>	<u>Registration Number</u>
Caterline	Maultasch Enterprises, Inc.	2002633 2015090
Stax (pizza)	Maultasch Enterprises, Inc.	2035637

1. By letter dated June 13, 2001, counsel for the Company sent a "cease and desist" letter to a company named "Caterlines" of Panama City, Florida and New Orleans. The Company became aware during the spring of 2001 that Caterlines was potentially infringing on the Company's registered trademark "Caterline" (as indicated above). By letter to the Company's counsel dated June 19, 2001, Caterlines has agreed to change the name it uses to market its catering equipment.

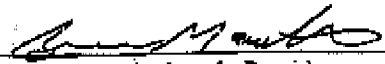
IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

**SELLERS**

  
\_\_\_\_\_  
Bruce Maultasch

  
\_\_\_\_\_  
Jonathan Maultasch

**MAULTASCH ENTERPRISES, INC.**

By:   
\_\_\_\_\_  
Bruce Maultasch, President

**MAULTASCH MERGER CORPORATION**

By: \_\_\_\_\_  
Marcus George, Vice President

**WADDINGTON NORTH AMERICA, INC.**

By: \_\_\_\_\_  
Marcus George, Vice President

**WNA COMET EAST, INC.**

By: \_\_\_\_\_  
Marcus George, Vice President

**WNA HOPPLE PLASTICS, INC.**

By: \_\_\_\_\_  
Marcus George, Vice President

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

**SELLERS**

\_\_\_\_\_  
Bruce Maultasch

\_\_\_\_\_  
Jonathan Maultasch

**MAULTASCH ENTERPRISES, INC.**

By: \_\_\_\_\_  
Bruce Maultasch, President

**MAULTASCH MERGER CORPORATION**

By: \_\_\_\_\_  
Marcus George, Vice President

**WADDINGTON NORTH AMERICA, INC.**

By: \_\_\_\_\_  
Marcus George, Vice President

**WNA COMET EAST, INC.**

By: \_\_\_\_\_  
Marcus George, Vice President

**WNA HOPPLE PLASTICS, INC.**

By: \_\_\_\_\_  
Marcus George, Vice President

WNA COMET WEST, INC.

By:   
Marcus George, Vice President

WNA CUPS ILLUSTRATED, INC.

By:   
Marcus George, Vice President

WNA CARTEAGE, LLC

By:   
Marcus George, Vice President

[COUNTERPART SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]