

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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.

1. Name of conveying party(ies):

Maultasch Enterprises, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: June 29, 2001

2. Name and address of receiving party(ies)

Name: Waddington North America, Inc.

Internal

Address: _____

Street Address: 100 East River Center Blvd., Suite 200

City: Covington State: KY Zip: 41011

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,015,090

Additional number(s) attached Yes No

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

Name: Scott J. Asmus Maine & Asmus (WNA69-TM)

Internal Address: _____

Street Address: P.O. Box 3445

City: Nashua State: NH Zip: 03061

6. Total number of applications and registrations involved: _____

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500,323

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

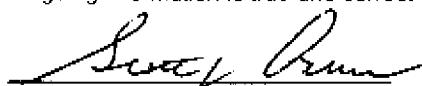
DO NOT USE THIS SPACE

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.

Scott J. Asmus, Reg. No. 42,269

Name of Person Signing


Signature

September 24, 2002

Date

Total number of pages including cover sheet, attachments, and document.

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 filings, 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

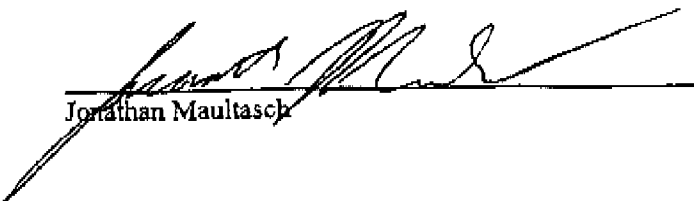
1. By letter dated June 13, 2001, counsel for the Company sent a "cease and desist" letter to a company named "Caterlines" of Panama City, Florida and New Orleans. The Company became aware during the spring of 2001 that Caterlines was potentially infringing on the Company's registered trademark "Caterline" (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 Mautasch

Jonathan Mautasch

MAULTASCH ENTERPRISES, INC.

By: _____
Bruce Mautasch, 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 CARTHAGE, LLC

By: 

Marcus George, Vice President

[COUNTERPART SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]