

9/23/02

09-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102234578

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Maola Milk and Ice Cream Company

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

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

2. Name and address of receiving party(ies)
Name: **Mildred B. Green**
Internal _____
Address: _____
Street Address: **1213 Pine Valley Drive**
City: **New Bern** State: **NC** Zip: **28560**

Individual(s) citizenship **United States**
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 5, 2002**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Serial Numbers: 76/197284; 76/343031; and 76/384815

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,427,582; 2,404,873; 2,579,329; 2,488,651; 2,471,569; 2,471,570.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Jimmie B. Hicks, Jr.**
Internal Address: _____
Street Address: **310 Broad Street**
City: **New Bern** State: **NC** Zip: **28560**

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41)..... \$ **240.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(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.

Jimmie B. Hicks, Jr.
Name of Person Signing **9/18/02**
Signature Date

Total number of pages including cover sheet, attachments, and document: **19**

OFFICE OF 7-2011 RECORDS
2002 SEP 23 11 08 55
FINANCE SECTION

09/25/2002 DRYRNE 00000191 76197284

01 FC:481
02 FC:482

40.00 DP
200.00 DP

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

TRADEMARK
REEL: 002589 FRAME: 0193

THIS ASSIGNMENT OF TRADEMARKS, made and entered into on the Contract date, by and between MAOLA MILK AND ICE CREAM COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, (hereinafter called "Maola"); and MILDRED B. GREEN, an individual and resident of Craven County, North Carolina (hereinafter called "Green").

WITNESSETH:

ARTICLE 1
DEFINITIONS

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned in this Article, it shall appear in the identical form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not that as defined herein.

1.1 "Agreement" – means and refers to this Assignment of Trademarks, and all exhibits attached hereto.

1.2 "Contract Date" – means and refers to the 5th day of June, 2002.

1.3 "Green" – means and refers to Mildred B. Green, an individual and resident of Craven County, North Carolina.

1.4 "Maola" - means and refers to Maola Milk and Ice Cream Company, a corporation organized and existing pursuant to the laws of the State of North Carolina.

1.5 "Parties" – means and refers to Maola and Green, collectively.

1.6 "Trademarks" – means and refers to those trademarks more particularly identified herein as Exhibit "A", attached hereto and incorporated herein by reference.

ARTICLE 2

RECITALS; PURPOSE OF AGREEMENT

2.1 Green is a Director, Officer, Shareholder and employee of Maola.

2.2 Maola is the registered owner, or applicant for registration, of the Trademarks.

2.3 Notwithstanding Maola's record ownership of the Trademarks, the Trademarks are the work product of Green, and not of Maola. Maola acknowledges that Green is the owner of the Trademarks.

2.4 The purpose of this Agreement is to set forth the understanding and agreement of the parties, and to describe their obligations hereunder.

ARTICLE 3

RESPONSIBILITIES OF GREEN

3.1 Green shall grant to Maola a non-exclusive license for the Trademarks to Maola, substantially in the form as identified in that certain agreement attached hereto as Exhibit "B" (hereinafter "Trademarks License Agreement").

3.2 Green shall not be entitled to any monetary compensation for this license for trademarks to Maola during the term of this Agreement, other than as established in the Trademarks License Agreement.

ARTICLE 4

OBLIGATIONS OF MAOLA

4.1 If Green establishes any franchise system in relation to the use of the Trademarks, Maola shall execute Green's then current franchise agreement, but at no cost to Maola.

4.2 Maola shall execute any and all documents necessary to effectuate the transfer of ownership of the Trademarks, without cost to Green.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF MAOLA

Maola represents and warrants to Green that, as of the Contract Date:

5.1 Business Organization: Maola is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina, is duly qualified to do business in the State of North Carolina, and has full power and authority to carry on its current business and to own, use, and sell its assets, including the Trademarks.

5.2 Corporate Authority: Maola's Corporate Directors have duly authorized the execution and delivery of this Agreement to Purchaser and the carrying out of its provisions. Maola shall furnish Green duly certified copies of such resolutions.

5.3 Contracts, Licenses, Permits, and Approvals: To the best of their knowledge and belief, Maola and the Directors have no existing contracts or commitments extending beyond the Contract Date hereof except as has been disclosed to Green. True and complete copies of all major written contracts shall be delivered to Green prior to the Contract Date.

5.4 Compliance: To the best of their knowledge and belief, neither the execution and delivery of this Agreement, nor the consummation by Maola of any of the transactions contemplated hereby will result in a breach of any applicable statute or regulation, or of any administrative or court order or decree; nor will such compliance conflict with or resulting in the breach of any term, provision, covenant or conditions of any agreement or other instrument to which Maola is a party or by which it may be bound, or, which with the giving of notice or lapse of time, or both, constitute an event of default thereunder.

5.5 Litigation: No suit, action, legal, administrative, arbitration, or other proceeding or governmental investigation is pending, or to Maola's knowledge is threatened against Maola's assets, including the Trademarks, which might materially or adversely affect the conduct of Maola's business, nor is there any outstanding judgment, decree, or order against Maola which affects Maola in any way, except as otherwise identified in this Agreement.

5.6 Effect of Agreement: The terms and conditions of this Agreement and all other instruments and agreements to be delivered by Maola to Green under the terms of this Agreement are valid, binding, and enforceable against Maola in accordance with their terms.

5.7 Nature of Representations and Warranties: No representations or warranty in this Agreement or any documents provided hereunder contains or will contain any untrue

statement or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties in this Agreement and all documents provided hereunder shall be true and correct as of the Contract Date, and date of transfer of the Trademarks.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF GREEN

Green represents and warrants to Maola as follows:

6.1 Legal Status: Green is an individual and resident of Craven County, North Carolina, and has full power and authority to enter into this Agreement. This Agreement is binding upon and enforceable against Green in accordance with its terms.

6.2 No Litigation: No actions or proceedings are pending or, to Green's best knowledge, threatened before any court, administrative authority, or other authority that might materially or adversely affect Green's ability or right to perform all of her obligations hereunder.

6.3 Nature of Representations and Warranties: No representation or warranty by Green in this Agreement or any documents provided hereunder contains or will contain any untrue statement or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Green in this Agreement and all documents provided hereunder shall be true and correct as of the Contract Date, and as of the date of transfer of the Trademarks.

ARTICLE 7

MISCELLANEOUS

7.1 Entire Agreement; Modification: This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both Parties.

7.2 Notices and Communications: Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or by recognized courier or mailed by certified mail, postage prepaid, and

addressed to the addresses at it, his or her last know mailing address unless such addressee has notified the other in writing of a different address.

7.3 Non-Waiver: No delay or failure by either party to exercise any right hereunder and not partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

7.4 Headings: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

7.5 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

7.6 Multiple Originals: This Agreement may be executed in multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

7.8 Consideration: The consideration for the execution of this Agreement is the agreement among the Parties affixing their signatures hereto to agree to the matters and things set forth herein.

7.9 Survival of Representatives and Warranties: Except as otherwise expressly limited in this Agreement, the Parties' representations and warranties extended hereunder shall survive the Contract Date, as well as the date the Trademarks are transferred. Each party against whom liability is asserted hereunder shall be given the opportunity to participate, directly or through its authorized representative, at its expense, in the conduct of any negotiations relating to the settlements of any liability or other proceeding instituted by a third party against either Maola or Green, as the case may be, giving rise to the alleged breach.

7.10 Assignment: Except as may otherwise be expressly provided herein, the parties may not assign any right, obligation, or liability arising hereunder without the other parties prior written consent. Any such assignment or attempted assignment shall be null and void

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Contract Date.

By: Mildred B. Green (SEAL)
MILDRED B. GREEN

WITNESS

Quam Locklear (SEAL)

MAOLA MILK AND ICE CREAM COMPANY

By: Kenneth G. Reesman
KENNETH G. REESMAN, President

ATTESTED:

Ronalds Kelly
Secretary

- S E A L -

EXHIBIT "A"

TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Brownie ala Moo	76/197284	Not yet assigned
Carolina Blue Moo	75/742,998	2,488,651
Goey Cowphoey	76/079,226	2,471,569
H2 Moo	76/343031	Not yet assigned
Malted Moo	76/384815	Not yet assigned
Mooberry Mousse	76/079,227	2,471,570
Moonana Split	75/746,146	2,427,582
Moonilla Bean	75/746,145	2,404,873
Udder Pecan	75/742,997	2,579,329

EXHIBIT "B"

TRADEMARKS LICENSE AGREEMENT

NORTH CAROLINA

TRADEMARK LICENSE AGREEMENT

CRAVEN COUNTY

THIS TRADEMARK LICENSE AGREEMENT, made and entered into on the Contract date, by and between **MAOLA MILK AND ICE CREAM COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, (hereinafter called "MAOLA"); and **MILDRED B. GREEN**, an individual and resident of Craven County, North Carolina.

WITNESSETH:

ARTICLE 1

DEFINITIONS

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned in this Article, it shall appear in the identical form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not that as defined herein.

1.1 "Agreement" – means and refers to this Trademark License Agreement, and all exhibits attached hereto.

1.2 "Contract Date" – means and refers to the 5th day of June, 2002.

1.3 "Green" – means and refers to Mildred B. Green, an individual and resident of Craven County, North Carolina.

1.4 "Maola" - means and refers to Maola Milk and Ice Cream Company, a corporation

organized and existing pursuant to the laws of the State of North Carolina.

1.5 "Parties" – means and refers to Maola and Green, collectively.

1.6 "Territory" – means and refers to all of the area within a one (1) mile radius of Maola's Cow Café located at 305 Avenue C, New Bern, North Carolina.

1.7 "Trademarks" – means and refers to those certain trademarks owned by Green, which are more particularly identified in Exhibit "A", attached hereto and incorporated herein by reference.

ARTICLE 2

RECITALS; PURPOSE OF AGREEMENT

2.1 Maola has requested a non-exclusive license in the Trademarks, and Green has consented to the same, in exchange for certain consideration and conditions.

2.2 Now for and in consideration of the foregoing and the mutual promises hereinafter provided, the parties hereby agree as follows:

ARTICLE 3

LICENSE

Green hereby grants Maola a nonexclusive license to use the Trademarks in connection with the advertising, promotion and sale of goods and services in the Territory.

ARTICLE 4

GOOD WILL AND OWNERSHIP OF TRADEMARKS

Maola recognizes the great value of the goodwill associated with the Trademarks, and acknowledges that the Trademarks and all rights therein, and goodwill pertaining thereto, belong exclusively to Green, and that the Trademarks have a secondary meaning in the mind of the public. Green therefore retains the right to use or to license the use of the Trademarks for any and all goods and services other than those expressly set forth in this Agreement.

ARTICLE 5

MAOLA'S TITLE AND PROTECTION OF GREEN'S RIGHTS

Maola agrees that it will not, during the term of this Agreement, or at any time thereafter,

attack the title or any rights of Green in and to the Trademarks, or attack the validity of this license. Green hereby agrees to indemnify Maola and to hold it harmless against any claims or suits arising solely out of the use by Maola of the Trademarks as authorized in this Agreement, provided that prompt notice is given to Green of any such claim or suit and provided, further, that Green shall have the option to undertake and conduct the defense of any suit so brought. No settlement of any such claim or suit may be made without the prior written consent of Green.

ARTICLE 6

PROTECTION OF RIGHTS IN THE TRADEMARKS

6.1 Maola agrees to assist Green to the extent necessary in the procurement of any registration for, or to protect any of Green's right to, the Trademarks. Green, if she so desires, may commence or prosecute any claims or suits in her own name or in the name of Maola, or join Maola as a party thereto.

6.2 Maola shall notify Green in writing of any infringements or imitations by others in the Trademarks on articles the same as, or similar to, those covered by this Agreement which may come to Maola's attention. Green shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations.

6.3 Maola shall not institute any suit or take any action on account of any such infringements or imitations, without first obtaining the written consent of Green.

ARTICLE 7

QUALITY, STANDARDS AND MAINTENANCE

7.1 Maola agrees that the nature and quality of all goods and services rendered by it in connection with the use of the Trademarks hereunder shall conform to the standards prescribed by Green, and that Maola will not depart from such prescribed standards without Green's advance written permission.

7.2 Maola shall permit inspections by Green, or her designee, during regular business hours for the sole purpose of verifying Maola's use of the Trademarks.

7.3 Maola agrees to use the Trademarks only in the form and manner, and with appropriate legends, as prescribed by Green from time to time.

7.4 Notwithstanding any of the foregoing, Green hereby adopts the standard of quality

heretofore applied by Maola for its manufacture and sale of the goods under the Trademarks in the Territory, which standards shall be maintained by Maola. Green shall be the sole judge as to whether or not Maola has met or is meeting the standards of quality so established.

ARTICLE 8

USE OF TRADEMARKS

8.1 Maola shall provide Green with, and obtain the approval of Green, of any use of the Trademarks on labels, signs, advertising or promotional materials.

8.2 When using the Trademarks under this Agreement, Maola agrees to comply substantially with all laws pertaining to the use of trademarks in force in the Territory.

ARTICLE 9

NONEXCLUSIVITY AND NONTRANSFERABILITY

9.1 The license granted herein is nonexclusive to Maola as to the Trademarks, and only within the Territory.

9.2 The license granted herein is not transferable or assignable by Maola to any other party without Green's prior written consent. This license is not assignable or transferable by Maola in any manner whatsoever, and Maola may not sublicense any rights or obligations, without prior written consent of Green.

ARTICLE 10

WARRANTY

10.1 Green warrants that she is the sole owner of all rights in the Trademarks, and that neither this Agreement nor any of the rights licensed herein violate any other party's rights or interests.

10.2 Green agrees that Maola shall have no liability, and Green shall indemnify, defend and hold Maola harmless against any and all damages, liabilities, attorney's fees, or cost incurred by Maola in defending against any third-party claims or threats of claims arising from Maola's use of the Trademarks pursuant to this Agreement. Maola may appear through counsel of its own choosing.

ARTICLE 11

INDEMNITY

11.1 Green assumes no liability to Maola, or to any third parties, with respect to the quality, performance or characteristics of any of the goods manufactured or sold by Maola under the Trademarks pursuant to this Agreement. Maola agrees that Green shall have no liability, and that Maola shall indemnify, defend and hold Green harmless against any and all damages, liabilities, attorney's fees or costs incurred by Green in defending against any third-party claims or threats of claims arising from the business or products of Maola, or Maola's use of the Trademarks. Green may, at her own expense, appear through counsel of her own choosing.

11.2 Green agrees that Maola shall have no liability, and that Green shall indemnify, defend, and hold Maola harmless against any and all damages, liabilities, attorney's fees or costs incurred by Maola in defending against any third-party claims or threats of claims arising from the business or products of Green, or Green's use of the Trademarks. Maola may, at its own expense, appear through counsel of its own choosing.

ARTICLE 12

TERM

12.1 The term of the nonexclusive license hereby granted shall be effective from the Contract Date, and shall continue for a period of ten (10) years, unless sooner terminated under the provisions of this Agreement, or otherwise extended or modified by mutual consent of the parties.

12.2 This Agreement may be terminated by Green without cause upon one hundred eighty (180) days advance written notice.

ARTICLE 13

CONSIDERATION

13.1 In consideration for this license, Maola agrees to fund and reimburse all development costs incurred by Green in developing additional trademarks related, or similar to, the Trademarks, in the line of business conducted thereunder.

13.2 In the event that Green establishes a new trademark under the provisions of the preceding Section 13.1, Exhibit "A" shall be automatically amended to include the same, thereby

providing Maola a nonexclusive license in such new trademark in the Territory, to be governed by all terms and conditions contained in this Agreement.

ARTICLE 14

TERMINATION

14.1 Except as otherwise provided herein, this Agreement may only be terminated by written agreement of both parties, or upon termination under in Article 12 above. Further, this Agreement shall terminate automatically upon the following conditions:

- A. If Maola violates any of its obligations under the terms of this Agreement, Green shall have the right to terminate the license hereby granted upon ten (10) days notice in writing, and such notice of termination shall become effective unless Maola shall completely remedy the violation within the ten (10) day period and satisfy Green that such violation has been remedied; or
- B. If Maola makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or if Maola is adjudged in any legal proceeding to be in either a voluntary or involuntary bankruptcy, then all rights granted herein shall immediately cease and terminate without prior notice or legal action by Green; or
- C. If more than ten percent (10%) of the outstanding stock of Maola is transferred in any twelve (12) calendar month period, then Green shall have the unilateral right to terminate this Agreement without prior notice or legal action; or
- D. If Green's employment with Maola is terminated for any reason whatsoever, then Green shall have the unilateral right to terminate this Agreement without prior notice or legal action; or
- E. If Green's stock is purchased or redeemed by Maola, then Green shall have the unilateral right to terminate this Agreement without prior notice or legal action.

14.2 Maola hereby agrees that upon termination or expiration of this Agreement for any reason whatsoever, Maola shall be deemed to have assigned, transferred and conveyed to Green any rights, equities, good will, title or other rights in and unto the Trademarks which may have been obtained by Maola, or which may have vested in Maola, and pursuant to any endeavors covered hereby, and that Maola shall execute any instruments requested by Green to accomplish

or confirm the foregoing. Any such assignment, transfer or conveyance shall be without consideration other than the mutual covenants and considerations of this Agreement. Further, Maola hereby agrees that its every use of the Trademarks shall inure to the benefit of Green, and that Maola shall not at any time acquire any rights in the Trademarks by virtue of any use it may make of the Trademarks.

ARTICLE 15

DISPOSAL OF STOCK UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, Maola shall dispose of articles covered by this Agreement which are on hand or in process at the time notice of termination is received. Notwithstanding anything to the contrary herein, Maola shall not manufacture, sell or dispose of any articles covered by this license after its termination.

ARTICLE 16

EFFECT OF TERMINATION OR EXPIRATION

Upon and after the expiration or termination of this Agreement, all rights granted to Maola hereunder shall forthwith revert to Green.

ARTICLE 17

LABELING

17.1 Maola agrees that it shall cause to appear on or within each article sold by it under this license, and on or within all advertising, promotional or display material bearing the Trademarks, the symbol and any other notice desired by Green, including the appropriate statutory notice of any registered trademark or service mark, or any trademark for which an application has been made.

17.2 In the event that any article is marketed in a carton, container, packing or wrapping material bearing the Trademarks, such notice shall also appear on that carton, container, packing or wrapping material.

17.3 Each and every tag, label, imprint or other device containing any such notice, and all advertising, promotional or display material bearing the Trademarks shall be submitted to Green for her written approval prior to use by Maola.

17.4 Approval by Green shall not constitute a waiver of Green's rights or Maola's duties under any provision of this Agreement.

17.5 Maola agrees to cooperate fully and in good faith with Green for the purpose of securing and preserving Green's rights in and to the Trademarks. In the event that there has been no previous registration of any specific trademark contained in the list of the Trademarks and/or articles and/or any material relating thereto, Maola shall, at Green's request and expense, cooperate in the effort to register such a trademark or service mark in the appropriate class in the name of Green.

17.6 It is agreed that nothing contained in this Agreement shall be construed as an assignment or grant to Maola of any right, title or interest in or to the Trademarks, it being understood that all rights relating thereto are reserved by Green, except for the license hereunder.

ARTICLE 18

MISCELLANEOUS

18.1 **Entire Agreement; Modification:** This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both Parties.

18.2 **Notices and Communications:** Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or by recognized courier or mailed by certified mail, postage prepaid, and addressed to the addresses at it, his or her last know mailing address unless such addressee has notified the other in writing of a different address.

18.3 **Non-Waiver:** No delay or failure by either party to exercise any right hereunder and not partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

18.4 **Headings:** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

18.5 **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Venue for all administration, equitable or legal action, shall be in Craven County, North Carolina.


18.6 Multiple Originals: This Agreement may be executed in multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

18.8 Consideration: The consideration for the execution of this Agreement is the agreement among the Parties affixing their signatures hereto to agree to the matters and things set forth herein.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the Contract Date.

MAOLA MILK AND ICE CREAM COMPANY

By: 


President

ATTEST:



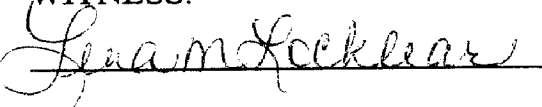
Secretary

SEAL

By: 

MILDRED B. GREEN

WITNESS:



38\MAOLA\trademark_license.agr.doc

EXHIBIT "A"

TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
Brownie ala Moo	76/197284	Not yet assigned
Carolina Blue Moo	75/742,998	2,488,651
Gooey Cowphooey	76/079,226	2,471,569
H2 Moo	76/343031	Not yet assigned
Malted Moo	76/384815	Not yet assigned
Mooberry Mousse	76/079,227	2,471,570
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