

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

**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):

Heinz Italia S.R.L.

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

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

2. Name and address of receiving party(ies)

Name: Complan Foods Limited  
Internal Address: 36 Golden Square  
Street Address: \_\_\_\_\_  
City: London      United Kingdom      State: \_\_\_\_\_      Zip: W1F 9EE

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State United Kingdom  
 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: August 5, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1282985

Additional number(s) attached  Yes  No

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

Name: Mark H. Tidman, Esq.  
Internal Address: \_\_\_\_\_  
Arent Fox Kintner Plotkin & Kahn, PLLC  
Street Address: 1050 Connecticut Avenue, N.W.  
City: Washington      State: D.C.      Zip: 20036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40


Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
01-2300

(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.*

Mark H. Tidman            3/21/02  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 13

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

**THIS ASSIGNMENT** is made on 5 August 2002

**BETWEEN**

- (1) **Heinz Italia S.R.L.**, a body corporate organised and existing under the laws of Italy;  
Fiscal No: 00937220598 with registered address Via Magalia RA 45, 04100 Latino,  
Italy;(the "**Assignor**"); and
- (2) **Complan Foods Limited** (registered in England and Wales number 4418784) having  
its registered office at 36 Golden Square, London W1F 9EE (the "**Assignee**").

**BACKGROUND:**

- (A) The Assignor and its affiliates have manufactured and sold products under some or all of  
the brand names Casilan and Complan in certain territories.
- (B) The Assignor is the proprietor of the registered trade marks and is the applicant for the  
registration of the trade mark applications, short particulars of which are set out in the  
Schedule (the "**Trade Marks**").
- (C) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out  
below.

**AGREEMENT:**

The Parties **AGREE** as follows:

**1 Definitions**

- 1.1 In this Assignment unless the context otherwise requires:

"**Business Days**" means a day (other than a Saturday or Sunday) on which clearing  
banks are ordinarily open for business (other than solely for trading and settlement in  
euro) in London.

**“Completion”** means the date of this Assignment.

**“VAT”** means value added tax and all related interest and penalties.

## **2 Assignment**

2.1 In consideration of the sum of £453,166 now paid by the Assignee to the Assignor (receipt and sufficiency of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee as registered proprietor (or where the Assignor is not registered proprietor on the basis that the Assignor is entitled to become registered proprietor) and beneficial owner, with full title guaranteed free from all and any charges, liens or encumbrances all the right, title and interest in the Trade Marks together with the goodwill associated with the Trade Marks and together with all rights of action, remedies, powers and benefits relating to any of the Trade Marks including the right to sue for damages for infringement occurring before the date of this Assignment.

## **3 Value Added Tax**

- 3.1 All amounts expressed in this Assignment as being payable by any party to it are expressed exclusive of any VAT which may be chargeable on those amounts.
- 3.2 The parties consider that the supply or supplies pursuant to this Assignment fall within Schedule 5 to the Value Added Tax Act 1994 and the Assignee shall account for VAT in accordance with the provisions of Section 8 of the Value Added Tax Act 1994 (reverse charge on supplies received from abroad) and any legislation supplemental thereto.

## **4 Further Assurance**

- 4.1 The Assignor shall, and shall procure that any third party shall, execute all such documents and do all such things necessary and promptly to perfect or record title to the Trade Marks in the name of the Assignor. The Assignor shall be responsible for, and shall procure payment of, all costs, fees, taxes, duty and expenses in perfecting or recording title to the Trade Marks in the name of the Assignor.
- 4.2 The Assignor shall execute all such documents and do all such things requested by the Assignee, at the Assignee's reasonable cost, to ensure that the Assignee is recorded on any public registry as the registered proprietor of or to be noted as the applicant in relation to the Trade Marks. Until such time as the Assignee is so recorded as the registered proprietor of, or noted as the applicant in relation to the Trade Marks, the Assignor shall, or shall procure that:
- (a) no amendment is made or any action at the public registry prejudicial to any such registration or application in respect of the Trade Marks is taken by the

Assignor or a member of the Assignor's group; and

(b) the Assignee is notified of any material matters arising, of which the Assignor becomes aware, as a result of being the registered proprietor of the Trade Marks in relation to any such registration or application of the Trade Marks, including any fees falling due.

4.3 The Assignor shall at the Assignee's request ensure that all renewal fees in respect of any of the Trade Marks falling due on or before 31 December 2002 are paid promptly.

4.4 The Assignor agrees that in any circumstances (but only in such circumstances) where the Assignee is prohibited from or unable to take any action in relation to any Trade Marks solely as a consequence of it not being the registered proprietor of that Trade Mark it shall, at the Assignee's request take such action as may be requested by the Assignee including, without limiting its obligations under this clause providing the Assignee with all reasonable information and assistance to enable the Assignee to commence and maintain proceedings in the Assignor's name (if necessary) in respect of an infringement or suspected infringement of any of the Trade Marks. For the avoidance of doubt, the Assignor shall account for all and any sums recovered from any claim, action or proceedings taken against any third party in respect of any infringement or suspected infringement of any of the Trade Marks and shall, at the Assignee's request, enforce all judgments and orders in respect of the Trade Marks.

4.5 Save as set out above at clause 4.1, the Assignee shall be responsible for and shall indemnify the Assignor on demand against all liabilities, losses, claims, costs and expenses including out of pocket expenses arising out of or in connection with the compliance by the Assignor of any of its obligations arising pursuant to this clause 4.

## 5 Applicable Law and Jurisdiction

5.1 This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes or claims arising out of or relating to this Assignment shall be subject to the non exclusive jurisdiction of the English courts.

**IN WITNESS** of the above the Assignor and Assignee have executed this Assignment on the date written at the head of this Assignment.

**Schedule**

Mark	Country	Registration or Application Number	Registration or Filing Date	Status
COMPLAN	Argentina	959772/0	06/04/1958	Abandoned
COMPLAN	Argentina	1758545	08/01/1990	Abandoned
COMPLAN	Argentina	158400	02/25/1987	Abandoned
COMPLAN	Argentina	1229052	03/31/1987	Abandoned
COMPLAN	Ecuador	354	10/21/1957	Abandoned
COMPLAN	Curacao	16189	03/25/1991	Abandoned
COMPLAN	Peru	42065	10/12/1981	Abandoned
COMPLAN	Argentina	1747600	08/04/1987	Registered
COMPLAN	Argentina	1747599	08/04/1989	Registered
COMPLAN	Argentina	1747601	08/04/1989	Registered
COMPLAN	Bolivia	31750-A	08/30/1963	Registered
COMPLAN	Bolivia	31748-A	08/30/1963	Registered
COMPLAN	Bolivia	31749-A	08/30/1963	Registered
COMPLAN	Belize	6442	04/07/1991	Registered
COMPLAN	Switzerland	281670	03/15/1956	Registered
COMPLAN	Chile	391599	08/26/1962	Registered
COMPLAN	Costa Rica	18270	10/20/1956	Registered
COMPLAN	Czech Republic	152749	07/16/1956	Registered
COMPLAN	Germany	1053845	09/16/1983	Registered
COMPLAN	Dominican Republic	11286	04/28/1960	Registered
COMPLAN	Dominican Republic	11289	04/28/1960	Registered
COMPLAN	Ecuador	18595	04/08/1988	Registered
COMPLAN	France	1310916	05/30/1965	Registered

Mark	Country	Registration or Application Number	Registration or Filing Date	Status
COMPLAN	Greece	21536	09/01/1976	Registered
COMPLAN	Guyana	3921A	07/07/1956	Registered
COMPLAN	Croatia	Z921645	07/16/1996	Registered
COMPLAN	Nicaragua	9163	12/18/1957	Registered
COMPLAN	Nicaragua	9164	12/18/1957	Registered
COMPLAN	Norway	58914	03/15/1962	Registered
COMPLAN	Panama	5859	09/15/1958	Registered
COMPLAN	Portugal	147347	04/03/1958	Registered
COMPLAN	Paraguay	123333	05/11/1987	Registered
COMPLAN	Paraguay	214919	05/11/1957	Registered
COMPLAN	Slovak Republic	152749	07/16/1956	Registered
COMPLAN	El Salvador	5598/23	05/30/1958	Registered
COMPLAN	El Salvador	5654/23	06/27/1958	Registered
COMPLAN	United States	1,282,985	06/26/1984	Registered
COMPLAN	Yugoslavia	19957	04/25/1973	Registered
COMPLAN	Guatemala	10492	12/17/1987	Registered
COMPLAN	Italy	600764	07/12/1993	Registered
COMPLAN	Honduras	8216	03/19/1958	Registered
COMPLAN	Netherland Antilles	D-200108	02/01/2002	Pending
COMPLAN	Austria	43876	08/01/1960	Registered
COMPLAN	Bahamas	24642	02/07/02	Pending
COMPLAN	Canada	113362	02/07/1959	Registered
COMPLAN	Cuba	98616	04/09/1959	Registered
COMPLAN	Germany	2035064	04/24/1993	Registered

Mark	Country	Registration or Application Number	Registration or Filing Date	Status
COMPLAN	Denmark	VR195700975	06/22/1957	Registered
COMPLAN	Spain	310237-8	07/02/1958	Registered
COMPLAN	Finland	38039	03/15/1962	Registered
COMPLAN	Peru	139279	11/28/2001	Pending
COMPLAN	Sweden	82442	04/18/1957	Registered
COMPLAN	Slovenia	7080171	08/27/1996	Registered
COMPLAN	Uruguay	322892	01/12/1959	Registered
COMPLAN	Brazil	4024060	03/13/1970	Registered
COMPLAN	Brazil	4073193	09/30/1970	Registered

CASILAN	Guyana	13469C	04/21/1985	Abandoned
CASILAN	Curacao	15690	03/06/1989	Abandoned
CASILAN	United States	1,291,745	08/28/1984	Abandoned
CASILAN	Argentina	1502328	01/31/1994	Registered
CASILAN	Argentina	1402277	08/31/1992	Registered
CASILAN	Bolivia	16900	08/30/1963	Registered
CASILAN	Bolivia	16899	08/30/1963	Registered
CASILAN	Brazil	820620289	03/17/1998	Pending
CASILAN	Brazil	820620440	03/17/1998	Pending
CASILAN	Belize	6441	05/07/1991	Registered
CASILAN	Switzerland	262467	12/12/1952	Registered
CASILAN	Chile	526810	09/08/1978	Registered
CASILAN	Costa Rica	12817	12/04/1950	Registered

CASILAN	Costa Rica	12816	12/04/1950	Registered
CASILAN	Dominican Republic	36202	10/15/1983	Registered
CASILAN	Ecuador	749/95	08/24/1989	Registered
CASILAN	Panama	4710	05/29/1956	Registered
CASILAN	Peru	42068	08/27/1966	Registered
CASILAN	Portugal	138013	11/23/1956	Registered
CASILAN	Paraguay	221638	08/11/1989	Registered
CASILAN	El Salvador	4515/21	03/07/1957	Registered
CASILAN	Spain	515333-6	10/22/1996	Abandoned
CASILAN	Guatemala	21693	02/05/1970	Registered
CASILAN	Honduras	7421	10/18/1956	Registered
CASILAN	Nicaragua	18991	12/17/1968	Registered
CASILAN	Netherland Antilles	D-200107	02/01/2002	Pending
CASILAN	Canada	305675	08/09/1985	Registered
CASILAN	Cuba	87585	02/27/1953	Registered
CASILAN	Denmark	VR195001455	11/25/1950	Registered
CASILAN	Spain	2055810	11/05/1996	Registered
CASILAN	Greece	17360/17345	11/01/1951	Registered
CASILAN	Guyana	19009A	02/01/2002	Pending
CASILAN	Sweden	217266	06/08/1990	Registered
CASILAN	Uruguay	314660	09/05/1989	Registered



**EXECUTED** by )

Heinz Italia S.r.L. )

acting by )

under its authority as )



A handwritten signature in black ink, appearing to be 'M. Ted', written over a horizontal dotted line.

**SIGNED** by )

for and on behalf of )

Complan Foods Limited )



A handwritten signature in black ink, appearing to be 'M. Ted', written over a horizontal dotted line.

.....

**ASSIGNOR'S CORPORATE ACKNOWLEDGMENT (if required)**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, personally appeared \_\_\_\_\_, to me known, who, being by duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument' that he/she is duly authorized to execute the foregoing instrument.

\_\_\_\_\_  
Notary Public

**ASSIGNEE'S COMPANY ACKNOWLEDGEMENT (if required)**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, personally appeared \_\_\_\_\_, to me known, who, being of duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the company described in and which executed the foregoing instrument' that he/she is duly authorized to execute the foregoing instrument.

\_\_\_\_\_

Notary Public

(Notarial Seal)

Private & Confidential

(All)  
Final 2 August 2002  
1809095/PCD/DXC  
Olswang

~~SUBJECT TO CONTRACT~~

*AMG*

DATED 5 August 2002

HEINZ ITALIA S.R.L. (1)

and

COMPLAN FOODS LIMITED (2)

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TRADE MARK ASSIGNMENT

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WE HEREBY CERTIFY THIS TO  
BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL

OLSWANG

*Olswang*

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