

RECO:

05-19-2003



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102451121
Attorney Docket No. 7005-1008 and 7005-1018

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

<p>1. Name of conveying party(ies):</p> <p>ZETA ESPACIAL S.A. S-14-03</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Other <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Spain</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: MOTT'S INC.</p> <p>Street Address: 6 High Ridge Park Stamford, Connecticut 06905-0800</p> <p><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 - Delaware <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - Trademark License Agreement <input type="checkbox"/> Security Agreement</p> <p>Execution Date: January 17, 2003</p>	

<p>4. Application number(s) or registration (numbers):</p>	
<p>A. Trademark Application No(s).</p> <p><u>76/182,941</u></p>	<p>B. Trademark Registration No(s).</p> <p>1,380,669</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Mark Lebow YOUNG & THOMPSON Second Floor 745 South 23rd Street Arlington, VA 22202</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account No. 25-0120 (Attach duplicate copy of this page if paying by deposit account.)</p>
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15/05/2003 0000PER 00000182 76182941
 1 8521 40.00 DP
 2 8522 25.00 DP

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 Lebow [Signature] May 14, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet: [13]

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 17th day of January 2003, by and between Zeta Espacial SA ("ZETA"), organized and existing under the laws of Spain, located at Avda. de las Olimpiadas, s/n, Poligono Industrial Can Rosés, 08191 Rubi, (Barcelona) Spain, and Mott's Inc. ("MOTT'S"), organized and existing under the laws of Delaware, located at 6 High Ridge Park, Stamford, Connecticut 06905-0800; and

WHEREAS, ZETA is the owner of the POP ROCKS marks depicted in U.S. Trademark Registration 1,380,669 and U.S. Trademark Application No. 76/182941 (hereinafter "Marks") as depicted in Exhibit A attached hereto; and

WHEREAS, MOTT'S is desirous of using the Marks in connection with its business, namely, using the Marks in connection with the sale, labeling and marketing of its apple sauce products;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. *GRANT OF LICENSE*

ZETA grants to MOTT'S a nonexclusive, nontransferable license to use the Marks in connection with the carbonated candy goods covered under ZETA'S registration mentioned above for use only with MOTT'S sale, labeling and marketing of its "Mott's Magic Mix-Ins" apple sauce goods, and MOTT'S accepts the license subject to the following terms and conditions.

2. OWNERSHIP OF MARKS

MOTT'S acknowledges the ownership of the Marks in ZETA, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by MOTT'S shall inure to the benefit of and be on behalf of ZETA, and agrees to assist ZETA in recording this Agreement with appropriate government authorities at ZETA's cost. MOTT'S agrees that nothing in the License shall give MOTT'S any right, title or interest in the Marks other than the right to use the Marks in accordance with this License and MOTT'S agrees that it will not attack the title of ZETA to the Marks or attack the validity of this License.

3. QUALITY STANDARDS

MOTT'S agrees that all of the goods it provides in connection with the Marks, namely, POP ROCKS® candy, will be genuine POP ROCKS® candy obtained only from ZETA.

4. QUALITY MAINTENANCE

MOTT'S agrees to permit reasonable inspection of MOTT'S operation upon advanced notice and during business hours, and to supply ZETA with specimens of all uses of the Marks upon request. Any display or use of the Marks shall be subject to the prior written approval of ZETA, which may be not be unreasonably withheld. MOTT shall submit copies of all such Promotional Materials to ZETA prior to any use thereof by MOTT'S. These Materials shall be sent by MOTT'S to ZETA by overnight delivery via Federal Express or UPS with a tracking number. ZETA shall have ten (10) business days to respond to MOTT'S following receipt

of such Promotional Materials. Should ZETA deny approval for any display or use of the Marks in such Promotional Materials, ZETA shall specify the reasons therefore and work with MOTT'S to grant reasonable approval as soon as reasonably possible. The lack of a response by ZETA following receipt of such Promotion materials from MOTT'S will be deemed an approval of the same. MOTT shall identify and fully describe to ZETA all intended uses of the Marks prior to any such use thereof. MOTT'S shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals, if applicable, pertaining to the sale, distribution and advertising of goods covered by this License.

5. *FORM OF USE*

MOTT'S agrees to use the Marks only in the form and manner and with appropriate legends as prescribed in writing from time to time by ZETA, and not to use any other trademark or service mark in combination with any of the Marks without prior written approval of ZETA. The Marks shall always be followed by the registered trademark symbol, "®", and the following source indicator shall be shown on all packaging and advertising materials where the Marks are displayed: POP ROCKS® is a registered trademark of Zeta Espacial SA.

6. *INFRINGEMENT PROCEEDINGS*

During the term of this agreement, MOTT'S agrees to notify ZETA of any unauthorized use of the Marks by others promptly as it comes to MOTT'S attention. ZETA shall have the sole right and discretion to bring infringement or unfair.

competition proceedings involving the Marks. MOTTS shall not be liable to ZETA for any failure to notify ZETA herein.

7. *TERM*

This Agreement shall continue in force and effect until December 31, 2003, unless sooner terminated as provided herein.

8. *TERMINATION FOR CAUSE*

ZETA shall have the right to terminate this Agreement upon thirty (30) days written notice to MOTT'S in the event of any affirmative act of insolvency by MOTT'S, or upon the appointment of any receiver or trustee to take possession of the properties of MOTT'S or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of MOTT'S, or upon breach of any of the provisions hereof by MOTT'S.

9. *EFFECT OF TERMINATION*

Upon termination of this Agreement MOTT'S agrees to immediately discontinue all use of the Marks and any term(s) confusingly similar thereto. Notwithstanding the foregoing, and provided MOTTS has not breached this agreement, MOTTS may continue to use the MARKS in connection with the goods previously described in this agreement in order to sell or distribute inventory on-hand, but such use shall not exceed one hundred eighty (180) days following termination. MOTT'S agrees to cooperate with ZETA or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records at ZETA'S cost, to destroy all printed materials bearing any of the Marks, and that all rights

in the Marks and the good will connected therewith shall remain the property of ZETA.

10. *INDEMNIFICATION*

MOTT'S shall release, defend, indemnify and hold harmless ZETA from any and all losses and damages to, claims against, or costs and expenses incurred by ZETA resulting from (i) any breach of the terms of this Agreement by MOTT'S; (ii) any negligent, reckless or willful act by MOTT'S; (iii) any violation of law by MOTT'S; (iv) any failure by MOTT'S to follow guidelines and quality standards established by ZETA in using the Trademarks; and (v) MOTT'S use of the Marks not in accordance with this Agreement.

ZETA shall release, defend, indemnify and hold harmless MOTT'S from any and all losses and damages to, claims against, or costs and expenses incurred by MOTT'S resulting from (i) any breach of the terms of this Agreement by ZETA, or (ii) resulting from any infringement claims brought against MOTT'S related to MOTT'S use of the Marks in accordance with the terms of this Agreement.

11. *NO REQUIREMENT TO SELL, MANUFACTURE OR DISTRIBUTE*

This Agreement does not in any way require MOTT'S or ZETA to manufacture, sell or distribute any product.

12. *ENTIRE TRADEMARK LICENSE AGREEMENT*

This Agreement contains the entire understanding of the parties and supersedes previous verbal or written agreements between the parties concerning licensing of the Marks.

13. INTERPRETATION OF AGREEMENT

It is agreed that this Agreement may be interpreted according to the laws of the State of Delaware, United States of America and any dispute arising hereunder shall be subject to the jurisdiction of a court of competent jurisdiction in the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ZETA ESPACIAL SA



[Signature]
By
Title: *Director*

17th January 2003

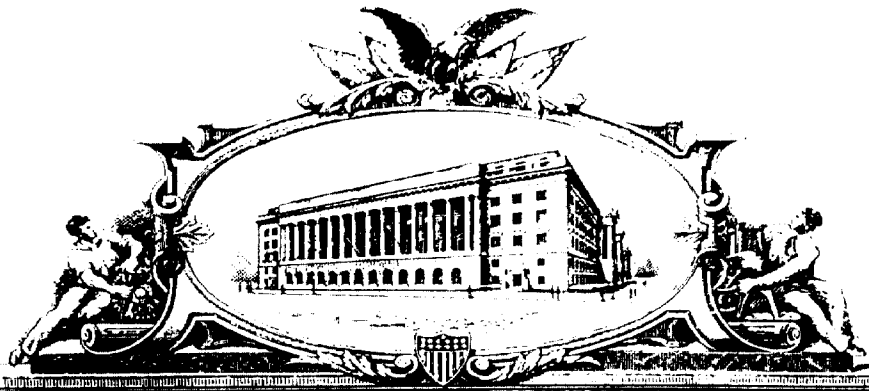
MOTTS INC.

[Signature]
By
Title: *V. Mubet, June Jan 14, 2003*

EXHIBIT A

1. Photocopy of the Certified Copy of U.S. Trademark Registration No. 1,380,669 for POP ROCKS in the name of Zeta Espacial S.A.
2. Photocopy of the Filing Receipt for U.S. Trademark Application Serial No. 76/182941 for POP ROCKS stylized in the name of ESBA, S.C.P.
3. Photocopy of the Notice of Recordation of Assignment Document. ESBA, S.C.P. (Assignor) assigns its rights in the application for POP ROCKS stylized to Zeta Espacial S.A. (Assignee).

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THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

January 03, 2003

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,380,669 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 20 YEARS FROM *January 28, 1986*

SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

ZETA ESPACIAL S.A.



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

E. Bornett
E. BORNETT
Certifying Officer

TRADEMARK

RECORDED 05/14/2003

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