

FORM COVER SHEET TRADEMARKS ONLY

ATTY. DOCKET NO. 2087/6, 7 & 8

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

1. Name of conveying part(ies)
MAMAS & PAPAS LIMITED

- Individual
- Association
- General Partnership
- Limited Partnership

Corporation - ENGLAND

Other limited liability company

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

3. Nature of Conveyance:

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

Effective Date OCTOBER 29, 2004

2. Name and address of receiving party(ies)

Name: MAMAS & PAPAS (HOLDINGS) LIMITED

Internal Address: same as street address

Street Address: COLNE BRIDGE ROAD

City/State/Zip: HUDDERSFIELD, WEST YORKSHIRE, HD5 0RH
UNITED KINGDOM

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State ENGLAND

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 attached? Yes No

4. Application Number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: J. Scott Evans, Esq.
ADAMS EVANS P.A.
2180 Two Wachovia Center
301 South Tryon Street
Charlotte, NC 28282

6. Total Number of applications and registrations involved: 3

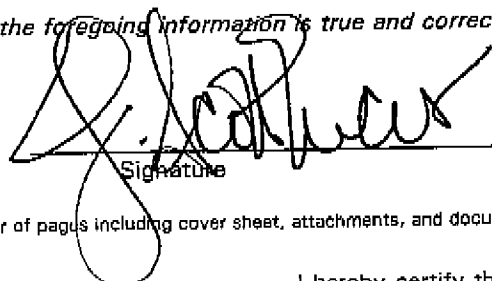
7. Total Fee (37 C.F.R. 3.41) \$90.00
Please charge the requisite fee of \$90.00 for the above-requested assignment fee to the undersigned attorney's Deposit Account No. 01-0265. Also, please charge any other additional fee(s) to our Deposit Account No. 01-0265, if necessary.

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.

J. Scott Evans, Esq.

Name of Person Signing



Signature

12/06/2004

Date

Total number of pages including cover sheet, attachments, and document: 11

I hereby certify that this paper for Trademark Application Serial No(s). 78410021, 78415042 and 78415186 is being transmitted via facsimile to the United States Patent and Trademark Office to Fax Number (703) 306-5995 on December 6, 2004.

Signature



Lynda R. Williams

APPLICATION NO.	MARK	DESCRIPTION
78/410,021	MAMAS & PAPAS	Word Mark
78/415,042	MAMAS & PAPAS	Word Mark
78/415,186	M&P	Word Mark

DATED 29th October 2004

(1) MAMAS & PAPAS LIMITED

2) MAMAS & PAPAS (HOLDINGS) LTD

TRADE MARK ASSIGNMENT

Martineau Johnson
Birmingham

Tel: 0870 763 2000

Fax: 0870 763 2001

THIS ASSIGNMENT is made the *29th October 2004*

BETWEEN:

- (1) **MAMAS & PAPAS LIMITED**, a company incorporated under the laws of England registered number 04992387 and having its registered office at Colne Bridge Road, Huddersfield, West Yorkshire, HD5 ORH (the "Assignor"); and
- (2) **MAMAS & PAPAS (HOLDINGS) LIMITED**, a company incorporated under the laws of England registered number 04992401 and having its registered office at Colne Bridge Road, Huddersfield, West Yorkshire, HD5 ORH (the "Assignee").

RECITAL

- (1) The Assignor is the proprietor of certain trade marks.
- (2) The Assignee wishes to acquire and the Assignor is prepared to assign the said trade marks to the Assignee subject to the provisions of this Assignment.

IT IS NOW HEREBY AGREED as follows:-

1. **Definitions**

- 1.1 In this Deed of Assignment the following expression shall have the following meaning:

"Marks" means the trade mark applications set out in Schedule 1 and all registered trade marks granted pursuant thereto;

"Rights" means all property right title and interest in the Marks together with all and any related common law rights including all accrued rights to sue in respect of infringements and all related goodwill;

- 1.2 The headings in this Agreement are for convenience only and do not affect its interpretation.
- 1.3 The Schedules form an integral part of this Assignment.

- 1.4 Words importing the singular include the plural and vice versa. Words importing a gender include every gender and reference to persons includes individuals, companies, corporations, firms or partnerships.
- 1.5 All sums payable under this Agreement are exclusive of any applicable tax or duty payable upon such sums which shall be added if appropriate at the rate prevailing at the relevant tax point.
- 1.6 The words and phrases "other" "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.7 References to any statute or statutory provisions shall include any provision which supersedes or re-enacts it or modifies the legislation and shall also include any subordinate legislation.

2. **Assignment**

Further to an assignment dated 29 March 2004 and made between the parties hereto and in consideration of the payment of the sum of £1 (one pound) by the Assignee to the Assignor (receipt whereof is hereby acknowledged) the Assignor **HEREBY ASSIGNS** the Rights to the Assignee with full title guarantee.

3. **Further Assurance**

The Assignor covenants with the Assignee to do all such acts and to execute all such deeds and documents as may be necessary or expedient for perfecting the Assignee's title to the Marks and/or to enable the Assignee to enjoy the full benefit of the Marks hereby assigned pursuant to this Assignment.

4. **Severance**

If any provision of this Assignment is or becomes void or unenforceable, it shall be deemed to be cancelled herefrom without affecting the remainder of this Assignment which will remain in full force and effect.

5. **Law**

This Agreement shall be governed in accordance with the laws of England and Wales.

6. **Jurisdiction**

Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

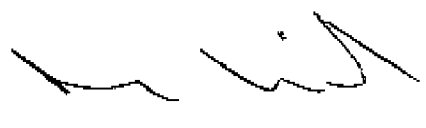
SCHEDULE 1

Trade Mark Applications

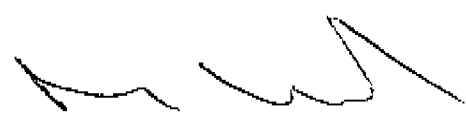
<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Application Number</u>	<u>Application Date</u>
MAMAS & PAPAS	Canada	2, 3, 5, 6, 7, 8, 9, 10, 11, 16, 17, 18, 21, 27	1214449	23/04/2004
M&P	Canada	2, 3, 5, 6, 7, 8, 9, 10, 11, 16, 17, 18, 21, 27	1217190	18/05/2004
M&P	European Community	2, 3, 5, 6, 7, 8, 9, 10, 11, 16, 17, 18, 21, 27	3819885	30/04/2004
MAMAS & PAPAS	European Community	2, 3, 12, 20, 24, 25, 28, 35	3765898	08/04/2004
MAMAS & PAPAS	Portugal	12, 20, 25, 28, 35	380262	05/04/2004

SUREFIX SYSTEM	United Kingdom	12, 39	2360553	08/04/2004
BEBE BEBE	United Kingdom	24, 27, 28	2360895	15/04/2004
MAMAS & PAPAS	USA	2, 3, 5, 6, 7, 8, 9, 10, 11, 16, 17, 18, 21, 24, 25	78/410021	29/04/2004
MAMAS & PAPAS	USA	21, 25	78/415042	07/05/2004
MAMAS & PAPAS	USA	2, 3, 5 6, 7, 8 9, 10, 11, 16, 17, 18 21 & 27	78/415186	07/05/2004

SIGNED by)
for and on behalf of)
MAMAS & PAPAS LIMITED)

A handwritten signature in black ink, appearing to be 'M. P.', written between two closing parentheses on the right side of the signature line.

SIGNED by)
for and on behalf of)
MAMAS & PAPAS (HOLDINGS) LIMITED)

A handwritten signature in black ink, appearing to be 'M. P.', written between two closing parentheses on the right side of the signature line.