

# FORM COVER SHEET TRADEMARKS ONLY

ATTY. DOCKET NO. 2087/9

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

1. Name of conveying part(ies)  
PEG PEREGO S.p.A.

- Individual
- Association
- General Partnership
- Limited Partnership

Corporation - ITALY  
 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 JUNE 22, 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  
ENGLAND

- 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

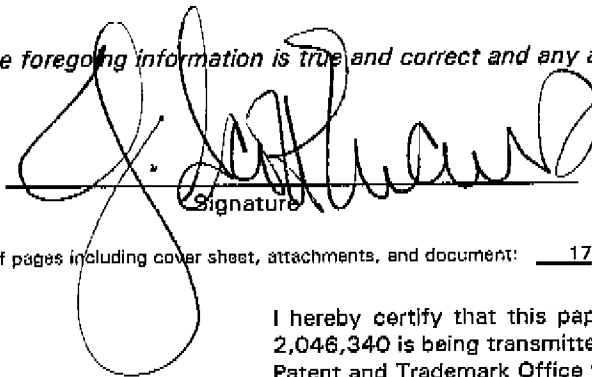
6. Total Number of applications and registrations involved: 1

7. Total Fee (37 C.F.R. 3.41) \$40.00  
 Please charge the requisite fee of \$40.00 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

12/21/2004  
 Date

Total number of pages including cover sheet, attachments, and document: 17

I hereby certify that this paper for Trademark Registration No. 2,046,340 is being transmitted via facsimile to the United States Patent and Trademark Office to Fax Number (703) 306-5995 on December 21, 2004.

Signature Lynda R. Williams  
 Lynda R. Williams

CH \$40.00 010265 2046340

REGISTRATION NO.	MARK	DESCRIPTION
2,046,340	MAMAS & PAPAS	Word Mark

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

ASSIGNEE: Mamas & Papas (Holdings) Limited  
(Successor in Interest to Mamas & Papas Limited)

REG. NO.: 2,046,340

ISSUED: March 18, 1997

MARK: MAMAS & PAPAS

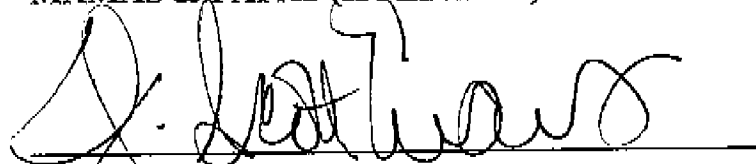
Commissioner For Trademarks  
P.O. Box 1451  
Alexandria, Virginia 22313-1451

Sirs:

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Applicant hereby appoints **J. Scott Evans**, W. Thad Adams, III, and Matthew J. Ladenheim, ADAMSEVANS P.A., 2180 Two Wachovia Center, 301 South Tryon Street, Charlotte, North Carolina 28282 as its representative on whom notices or process in proceedings affecting the above-identified mark may be served.

**MAMAS & PAPAS (HOLDINGS) LIMITED**



J. Scott Evans  
Attorney for Mamas & Papas (Holdings) Limited

December 21, 2004

Date

DATED \_\_\_\_\_

(1) PEG PEREGO S.p.A.

(2) MAMAS & PAPAS (HOLDINGS) LIMITED

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TRADE MARK ASSIGNMENT

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Martineau Johnson  
Birmingham

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Tel: 0121-200-3300

Fax: 0121-200-3330

THIS ASSIGNMENT is made the

BETWEEN:

- (1) PEG PEREGO S.p.A, a company organised and existing under the laws of Italy having its principal place of business at Via de Gasperi 50, 1-20043 Arcore (Milan) Italy ("the Assignor"); and legally represented by Mr Gianluca Perego as its President; 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 0RH England (the "Assignee") and legally represented by Mr David Scacchetti as its Chief Executive.

RECITAL

- (1) The Assignee is the registered proprietor of certain of the Mamas & Papas trade marks including those in the United Kingdom of Great Britain and Northern Ireland and in the Republic of Ireland.
- (2) The Assignor is the registered proprietor of certain trade marks and has applied to register certain trade marks in respect of which it is entitled to the benefits of such applications.
- (3) The Assignee wishes to acquire and the Assignor is prepared to assign the said trade marks and all registrations and applications therefor together with the goodwill of the business represented thereby to the Assignee subject to the provisions of this Assignment.

IT IS NOW HEREBY AGREED as follows:-

1. Definitions

In this Assignment the following expression shall have the following meaning:

"Marks"

means the registered trade marks set out in Schedule 1 together with all and any names and/or unregistered marks owned by the Assignor incorporating the words Mamas &

Papas and/or Mamas's & Papa's in any form, combination, variations and/or equivalent thereof;

"Rights"

means all property right title and interest in and to the Marks including all registrations therefor all and any related common law rights including all accrued rights to sue in respect of infringements whether or not yet asserted together with goodwill of the business symbolised by the Marks.

2. Assignment

2.1 In consideration of the payment of the sum of [REDACTED] by the Assignee to the Assignor to be paid in accordance with the provisions of clause 2.2 and the parties entering into the document referred to in clause 2.3 the Assignor HEREBY ASSIGNS the Rights to the Assignee with full title guarantee.

2.2 The Assignee shall pay the sum of [REDACTED] by 4 equal instalments as follows:-

(a) [REDACTED] on 30 June 2004 by bank transfer to the account of the Assignor details of which the Assignor shall provide to the Assignee on signature of this Assignment. Upon receipt of this payment property in and title to all of the Marks shall pass to the Assignee;

(b) [REDACTED] on the first anniversary of the date of the first payment - 30 June 2005;

(c) [REDACTED] on the second anniversary of the date of the first payment - 30 June 2006.

(d) [REDACTED] on the third anniversary of the date of the first payment - 30 June 2007.

2.3 Forthwith upon execution of this Assignment the Assignee shall procure that David and Luisa Scacchetti shall execute the personal guarantee in the form set out in Schedule 2.

3. Warranties

The Assignor warrants to the Assignee as follows:

- 3.1 that the Assignor owns each of the Marks and has the right and full authority to assign the Marks to the Assignee.
- 3.2 in respect of each of the registered Marks that they are valid, free of encumbrances and all renewal fees due in respect of the registrations have been paid;
- 3.3 that the Assignor has appointed no licensees for any of the Marks nor given any other person any permission to use any of them;
- 3.4 that the Assignor is unaware of any infringement of the registration of any of the Marks or of any reason why any registration may be capable of being expunged from the register for any reason whatsoever;
- 3.5 save as otherwise disclosed the Assignor is unaware of any use by any third party of any of the Marks or any mark similar to any of them in connection with the goods in respect of which the Assignor has used and/or owned them;
- 3.6 that the Marks and/or the use of them has never been attacked by any third party in any country and that the Assignor has not received any communication from any third party requiring the use of the Marks to cease;
- 3.7 that there are no circumstances known to the Assignor arising out of this or any earlier assignment which may result in the use of the Marks being liable to mislead the public;
- 3.8 that all previous assignments of the Marks are valid, and that the Assignor is properly entered on the relevant Register of Trade Marks as proprietor of the registrations;
- 3.9 that from the date of this Assignment the Assignor shall not use, nor attempt to use in any country or jurisdiction without the Assignee's consent any terms containing all or any of the words Mamas, Papas, Mama's and/or Papa's as trade marks, trade names, domain names and/or otherwise;
- 3.10 that the Assignor shall not attack, oppose or hinder or assist any third party to attack, oppose or hinder any trade mark applications filed by the Assignee and/or any trade mark registrations of the Assignee and/or any of the Marks, in any

country containing all or any of the words Mamas, Papas, Mama's and/or Papa's howsoever or otherwise;

- 3.11 that until such time as the Assignee has been recorded as the registered proprietor at the relevant trade mark office the Assignor shall keep the Marks and each of them in force and shall not allow any of them to lapse and shall action and renew any of the Marks due for renewal save that any renewal fees incurred in doing so shall be reimbursed by the Assignee to the Assignor on receipt by the Assignee of evidence of payment of such fees satisfactory to the Assignee;
- 3.12 that the Assignor shall not and/or not assist or permit any other person to make any application in any country containing all or any of the words Mamas, Papas, Mama's or Papa's howsoever written.

4. Further Assurance

- 4.1 The Assignor shall at the reasonable cost of the Assignee do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time reasonably require properly in order to vest the Marks and the benefit of the Applications for registration in the Assignee.
- 4.2 The Assignor shall at its cost provide all assistance as may be reasonably requested by the Assignee in connection with taking or defending any proceedings for infringement in relating to the Marks and/or any challenge to the validity of the Marks and/or otherwise and shall do and execute or procure that there shall be done and executed as such documents, deeds, matters, act and things.

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 High Court in London 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  
Registered Trade Marks

<u>Mark</u>	<u>Country</u>	<u>Number</u>	<u>Class</u>	<u>Date of Next Renewal</u>
MAMA'S PAPA'S	& Italy	636535	12, 20 + 28	21/10/2004
MAMA'S PAPA'S	& (International) Austria, Benelux, Switzerland, Germany, Spain, France, Poland and Portugal	642557	12, 20 + 28	13/12/2014
MAMA'S PAPA'S	& Canada	466998	12, 21+ 28	3/12/2011
MAMA'S PAPA'S	& U.S.A.	2046340	12,21+ 28	18/3/2007
Device Mark	Italy	32012	12 + 20	
Device Mark	Italy	32013	12 + 20	

SCHEDULE 2  
Personal Guarantee

DATED \_\_\_\_\_

(1) PEG PEREGO S.p.A.

(2) DAVID SCACCHETTI

and

LUISA SCACCHETTI

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GUARANTEE

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Martineau Johnson  
Birmingham

Tel: 0121-200-3300  
Fax: 0121-200-3330

THIS DEED OF GUARANTEE is made on

BETWEEN:

- (1) PEG PEREGO S.p.A. a company organised and existing under the laws of Italy having its principal place of business at Via de Gasperi 50, 1- 20043 Arcore (Milan) Italy ("Perego")
  - (2) DAVID SCACCHETTI and LUISA SCACCHETTI of Eastfield House, Fulstone, New Mill, Holmfirth, West Yorkshire HD9 7DL England ("the Guarantors")
1. Perego has agreed to assign to Mamas & Papas (Holdings) Limited all of its rights title and interest in and to the Mamas & Papas trade marks more particularly described in the assignment of even date and signed by Perego and Mamas & Papas (Holdings) Limited ("the Assignment") for the sum of [REDACTED] ("the Purchase Price") payable by 4 equal instalments as follows:-
    - (a) [REDACTED] on 30 June 2004. Upon receipt of this payment property in and title to all of the Marks shall pass to the Assignee;
    - (b) [REDACTED] on the first anniversary of the date of the first payment - 30 June 2005;
    - (c) [REDACTED] on the second anniversary of the date of the first payment - 30 June 2006.
    - (d) [REDACTED] on the third anniversary of the date of the first payment - 30 June 2007.
  2. Subject to clause 3 the Guarantors jointly agree to guarantee payment within one month of written demand of the outstanding payments of the Purchase Price as referred to above on the due dates. For the avoidance of doubt this Guarantee is limited to the outstanding payments of the Purchase Price and is not given in respect of any other sums which may be owed by Mamas & Papas (Holdings) Limited and/or any other companies within the Mamas & Papas Group to Perego and no claim may be made under this Guarantee unless and until Mamas & Papas (Holdings) Limited has failed to make a payment by the due date.
  3. On payment of the outstanding balance of the Purchase Price this Guarantee shall automatically terminate without any requirement as to notice. Further if no request

is made for payment against the Guarantors by 23 June 2008 this Guarantee shall automatically terminate without any requirement as to notice.

4. This Guarantee shall be governed in accordance with the laws of England and Wales.
5. Any dispute arising under this Guarantee shall be subject to the exclusive jurisdiction of the English High Court in London 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.
6. For the avoidance of doubt nothing in this Guarantee shall confer on any third party any benefit or the right to enforce any provision of this Guarantee.
7. This Guarantee is personal to the parties and may not be assigned without the prior written consent of the other party.

IN WITNESS of which this Deed of Guarantee has been executed and unconditionally delivered the day and year first before written.

SIGNED as a deed by

DAVID SCACCHETTI

.....

in the presence of .....

Witness Signature

Witness name

Witness Address

Witness occupation

SIGNED as a deed by

LUISA SCACCHETTI

.....

in the presence of .....

Witness Signature

Witness name

Witness Address

Witness occupation

SIGNED as a deed by

PEG PEREGO S.p.A.

Acting by

Director .....

Director/Secretary .....

SIGNED by

for and on behalf of

PEG PEREGO S.p.A

*Gian Luca Perigo*

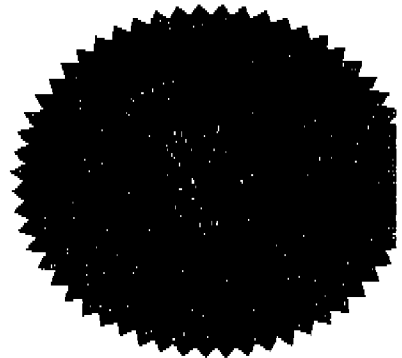
SIGNED BY GIAN LUCA PEREGO

this 22nd June 2004

Before me

*Hilary Garnett*

HILARY JANE GARNETT  
NOTARY PUBLIC  
13 STATION STREET  
HUDDERSFIELD  
HD1 1LY  
WEST YORKSHIRE  
ENGLAND



SIGNED by

for and on behalf of

MAMAS & PAPAS (HOLDINGS) LIMITED

*David Scacchetti*

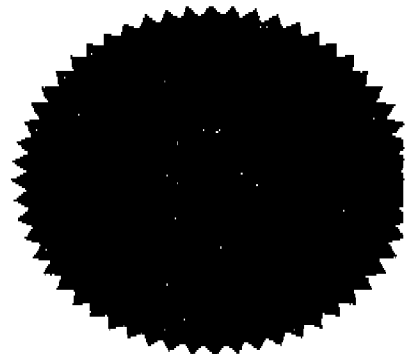
SIGNED BY DAVID SCACCHETTI

this 22nd June 2004

Before me

*Hilary Garnett*

HILARY JANE GARNETT  
NOTARY PUBLIC  
13 STATION STREET  
HUDDERSFIELD  
HD1 1LY  
WEST YORKSHIRE  
ENGLAND



**APOSTILLE**

(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

**UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

- 1. Country: United Kingdom of Great Britain and Northern Ireland  
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

This public document / Le présent acte public

- 2. Has been signed by **Hilary Jane Garnett**  
a été signé par
- 3. Acting in the capacity of **Notary Public**  
agissant en qualité de
- 4. Bears the seal/stamp of **The Said Notary Public**  
est revêtu du sceau/timbre de

Certified/Attesté  
6. the/le **16 July 2004**

- 5. at London/à Londres
- 7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs /  
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth.

8. Number/sous No **G466566**

- 9. Stamp:  
timbre:
- 10. Signature: **S. Gardiner**



*For the Secretary of State / Pour le Secrétaire d'Etat*

If this document is to be used in a country which is not party to the Hague Convention of 5 October 1961,  
it should be presented to the consular section of the mission representing that country.