

FORM COVER SHEET TRADEMARKS ONLY

ATTY. DOCKET NO. 2087/3 & 4

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 (RETAIL) 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: Matthew J. Ladenheim, Esq.
ADAMS EVANS P.A.
2180 Two Wachovia Center
301 South Tryon Street
Charlotte, NC 28282

6. Total Number of applications and registrations involved: 2

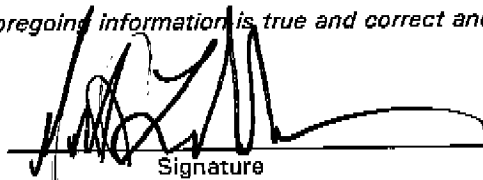
7. Total Fee (37 C.F.R. 3.41) \$65.00
Please charge the requisite fee of \$65.00 for the above-requested assignment fee to the undersigned attorney's Deposit Account No. 01-0265. Also, please charge any other additional fee(s) to our Deposit Account No. 01-0265, if necessary.

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.

Matthew J. Ladenheim, Esq.

Name of Person Signing



Signature

01/10/05

Date

Total number of pages including cover sheet, attachments, and document: 10

I hereby certify that this paper for Trademark Application Serial No(s). 78378350 and 78387298 is being transmitted via facsimile to the United States Patent and Trademark Office to Fax Number (703) 306-5995 on January 10, 2005.

Signature: Lynda R. Williams
Lynda R. Williams

APPLICATION NO.	MARK	DESCRIPTION
78/378,350	M&P	Word Mark
78/387,298	MAMAS & PAPAS	Word Mark

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: **Mamas & Papas (Holdings) Limited**
(Successor in Interest to Mamas & Papas (Retail) Limited)

Serial Nos.: **78/378,350 & 78/387,298**

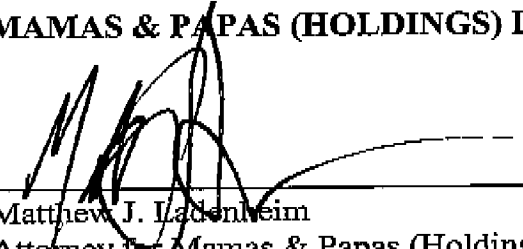
Commissioner For Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

Sirs:

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints **Matthew J. Ladenheim**, W. Thad Adams, III, and J. Scott Evans, 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



Matthew J. Ladenheim
Attorney for Mamas & Papas (Holdings) Limited

January 10, 2005
Date

Attorney Docket Nos. 2087/3 & 4

DATED *29th October 2004*

(1) MAMAS & PAPAS (RETAIL) 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 (RETAIL) LIMITED**, a company incorporated under the laws of England registered number 1529849 formerly known as MAMA'S AND PAPA'S LIMITED 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 of which 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 I


Trade Mark Applications

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Application Number</u>	<u>Application Date</u>
M&P	Canada	12, 20, 24, 25, 28, 35	1209993	17/03/2004
MAMAS & PAPAS	Canada	12, 20, 24, 25, 28, 35	1210691	23/03/2004
MAMAS & PAPAS	Poland	12, 20, 25, 28, 35	Z-278296	25/03/2004
MAMAS & PAPAS	Switzerland	12, 20, 25, 28, 35	51962/2004	24/03/2004
M&P	USA	12, 20, 24, 25, 28, 35	78/378350	04/03/2004
MAMAS & PAPAS	USA	12, 20, 28, 35	78/387298	19/03/2004

SIGNED by

for and on behalf of

MAMAS & PAPAS (RETAIL) LIMITED

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SIGNED by

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for and on behalf of

MAMAS & PAPAS (HOLDINGS) LIMITED

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