

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leaf Sverige AB		12/30/2011	CORPORATION: SWEDEN
RECEIVING PARTY DATA			
Name:	Leaf Sweden IP AB (formally known as Goldcup 7321 AB)		
Street Address:	Brogatan 7		
City:	SE-205 42 Malmo		
State/Country:	SWEDEN		
Entity Type:	Private limited liability company: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3161560	MALACO	
CORRESPONDENCE DATA			
Fax Number:	(212)684-3999		
Phone:	2126843900		
Email:	efiling@grr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Barbara H. Loewenthal		
Address Line 1:	270 Madison Avenue, 8th Floor		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	6853/2		
DOMESTIC REPRESENTATIVE			
Name:	Barbara H. Loewenthal		
Address Line 1:	270 Madison Avenue, 8th Floor		
Address Line 4:	New York, NEW YORK 10016		

NAME OF SUBMITTER:	Barbara H. Loewenthal
Signature:	/Barbara H. Loewenthal/
Date:	03/06/2012
<b>Total Attachments: 7</b> source=malaco assignment document#page1.tif source=malaco assignment document#page2.tif source=malaco assignment document#page3.tif source=malaco assignment document#page4.tif source=malaco assignment document#page5.tif source=malaco assignment document#page6.tif source=malaco assignment document#page7.tif	

## ASSIGNMENT AGREEMENT

between

1. Leaf Sverige AB, business registration number 556674-9155, with address Brogatan 7, SE-205 42, Malmö, Sweden (hereinafter referred to as the Seller), and
2. Goldcup 7321 AB, business registration number, 556877-0092, under suggested name change to Leaf Sweden IP AB, with address Brogatan 7, SE-205 42, Malmö, Sweden (hereinafter referred to as the Purchaser).

### WHEREAS:

- the Purchaser is a fully owned subsidiary of the Seller;
- the Seller represents, warrants and certifies that it is the owner of the valid trademark registrations in Appendix 1 (hereinafter referred to as the Trademarks);
- the Seller represents, warrants and certifies that no further rights to the Trademarks are in its ownership, possession or control, nor in the ownership, possession or control of any of the Seller's parents, owners, subsidiaries or affiliates;
- the Seller represents, warrants and certifies that the Trademarks are in full force and effect and are fully valid;
- the Seller has agreed to assign the Trademarks and all possible rights of use thereof to the Purchaser;

NOW, THEREFORE, the parties have agreed to the following:

### 1 §

Subject to the Existing Security, the Seller assigns its entire right, title and interest in and to the Trademarks, including the goodwill of or symbolized by the Trademarks and possible rights of use pertaining to the Trademarks, to the Purchaser for the consideration of [REDACTED] which is to be paid through the Purchaser's issue of a promissory note attached as Appendix 3.

2 §

The assignment includes the right of the Purchaser to bring any action or claim any relief in respect of any infringement of Trademarks which occurred before the date of this agreement. The assignment further includes the right to file applications under the Paris Convention for the Protection of Industrial Property, corresponding to or based on any of the applications for the relevant Trademark and to claim priority from those applications. The Seller agrees at the request of the Purchaser to transfer to the Purchaser the Seller's files and records (including those in the possession of its agents) relating to the filing, prosecution and maintenance of the Trademarks.

3 §

The Seller represents, warrants and certifies that the Seller is the sole and exclusive owner of the Trademarks and of the assigned rights and declares that to its knowledge there do not exist any undisclosed liens, charges, options, licenses and encumbrances relating to third parties who may encumber or constitute bars for use or registration of the Trademarks. [REDACTED]

[REDACTED]

[REDACTED]

4 §

The Purchaser has been informed of the licensing rights linked to the Trademarks and accepts to assume all rights and obligations of the Seller stated in the licensing agreement stated in Appendix 4. The Purchaser will furthermore inform all license-holders of the fact that the Seller has been replaced by the Purchaser as licensor of the Trademarks. [REDACTED]

[REDACTED]

5 §

The Seller agrees not to use, apply for or register the Trademarks or any confusingly similar trademarks for any goods or services in any country in the world.

6 §

The Purchaser shall be responsible for recordal of the assignment deeds and recordal costs necessary for the recording and execution of the transfer of the Trademarks from the Seller to the Purchaser. The Seller undertakes and certifies to sign all deeds and/or other documents as well as take any other action which may prove to be necessary for the execution and recordal of the assignment of the Trademarks from the Seller to the Purchaser in the records of the Swedish Patent and Registration Office or equivalent authorities in other jurisdictions as appropriate and to otherwise give effect to this assignment.

7 §

By this agreement both parties hereby declare that they have no other claims against each other on the basis of any use of the Trademarks which may or may not have occurred before the execution of this agreement.

8 §

In case of breach of any of the obligations, warranties or representations of this agreement the breaching party shall indemnify and hold harmless the other party to this agreement for all costs, expenditures, losses including litigation costs and attorney fees resulting from such breach.

9 §

The Seller and Purchaser have assumed that the sale and purchase hereunder will not be subject to value added tax. However, should such tax nevertheless be deemed payable by the Seller according to the opinion of the relevant tax authority, the Seller shall have the right to invoice the Buyer an amount equal to such tax.

10 §

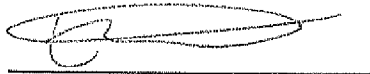
Any dispute controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of Arbitration will be Stockholm, Sweden and Arbitral proceeding shall be conducted in the English language.

[Signature page follows]

This agreement may be executed through signatures via fax or PDF copy in one or more counterparts, each of which not necessarily are required to contain signatures from both Seller and Purchaser, but all of which together shall constitute one and the same document.

Date: 30 December 2011

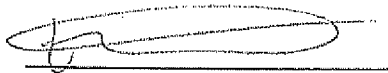
Leaf Sverige AB



Signature

ECM Roelofs - Otten

Name in writing



Signature

ECM . Roelofs - Otten

Name in writing

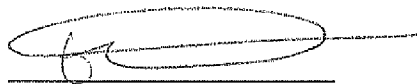
Goldcup 7321 AB



Signature

ECM . Roelofs - Otten

Name in writing



Signature

ECM Roelofs - Otten

Name in writing

We certify that this is a true copy of the original



+46-40-6900427

*Miles PE* 146-40-690 6400

# Client List

Printed: 2011-12-21

Leaf Sverige AB  
Brogatan 7  
205 42 Malmö  
Sweden  
Fax: 040-324150

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Trade Mark: MALACO CHOCO (ord) Sweden V2086SE00  
Without Priority  
Registered

Applicant/Registrant  
Leaf Sverige AB

Diary:  
Registration Date 2010-12-03 Case created 2010-09-22  
Next renewal 2020-12-03 Registration No. 414690  
Application Date 2010-09-21 Use 2015-12-03  
Application No 2010/07511

Class  
30

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Trade Mark: MALACO (ord) Switzerland V1820CH00  
Without Priority  
Registered

Applicant/Registrant  
Leaf Sverige AB

Diary:  
Registration Date 1993-12-30 Case created 2011-03-07  
Next renewal 2013-12-30 Registration No. 420923  
Application Date 1993-12-30 Application No 12988/1993

Class  
5 29 30 32

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Trade Mark: MALACO (ord) United States of America V1820US00  
Without Priority  
Registered

Applicant/Registrant  
Leaf Sverige AB

Diary:  
Registration Date 2006-10-24 Case created 2010-10-14  
Next renewal 2016-10-24 Registration No. 3161560  
Application Date 2004-08-04 Use 2012-10-24  
Application No 78/462081

Class  
30

End of Client List

Registration number	
556877-0092	
Date of registration of the company	Date of registration of current name
2011-12-19	2012-01-23
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2012-02-09 14:17	1 (2)

Registration number: 556877-0092  
Business name: Leaf Sweden IP AB  
Address: Brogatan 7  
205 42 MALMÖ  
Registered office: Malmö  
Note:

The company is registered as a private limited liability company

**THE COMPANY WAS FORMED**

2011-12-13

**SHARE CAPITAL**

Share capital...: SEK 50,000

Min...: SEK 50,000

Max...: SEK 200,000

Number of shares: 50,000

Min...: 50,000

Max...: 200,000

**BOARD MEMBER, MANAGING DIRECTOR**590125-2733 Pålsson, Lars Torsten, Östra Vallgatan 18,  
254 37 HELSINGBORG**BOARD MEMBER, CHAIR OF THE BOARD**

620306-9312 Baron, Bengt, Sommarvägen 11, 177 61 JÄRFÄLLA

**BOARD MEMBERS**

630221-2458 Maras, Danko Damir, Linnegatan 34, 114 47 STOCKHOLM

**AUDITORS**571022-1101 Blom, Eva Mari, c/o PricewaterhouseCoopers Stockholm,  
113 97 STOCKHOLM**SIGNATORY POWER**

The board of directors is entitled to sign on behalf of the company.

Signatory power by any two jointly of  
the board membersFurthermore, the Managing Director, in his normal business activities,  
is also entitled to sign on behalf of the company.



**e-Certificate of registration**

Registration number	
556877-0092	
Date of registration of the company	Date of registration of current name
2011-12-19	2012-01-23
Document created on	Page
2012-02-09 14:17	2 (2)

**ARTICLES OF ASSOCIATION**

Date of the latest change: 2011-12-22

**FINANCIAL YEAR**

Registered financial year: 0101 - 1231

No annual reports have been submitted to the Swedish Companies  
Registration Office**DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES**

2012-01-23 Leaf Sweden IP AB

2011-12-19 Goldcup 7321 AB

\*\*\*\* The above information is an extract from the Trade and Industry  
Register Bolagsverket, the Swedish Companies Registration Office \*\*\*\*

Bolagsverket  
851 81 Sundsvall  
060 18 40 00  
bolagsverket@bolagsverket.se  
www.bolagsverket.se