

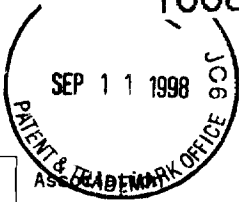
MRD

TRADEMARKS ONLY 9-11-98

09-28-1998



100839797



and Trademarks: TRADEMARKS ONLY
t or copy thereof.

1. Name of Party(ies) conveying an
Leaf Holland B.V.

nd Address of Party(ies) receiving an
st:

Leaf Holland B.V.
Paul van Vlissingenstraat 6-8
1096 BK AMSTERDAM
The Netherlands

Entity:

- Individual(s)
- General Partnership
- Corporation - Netherlands
- Other

Entity:

- Individual(s)
- General Partnership
- Corporation - Netherlands
- Other

Additional name(s) of conveying party(ies) attached?

Yes No

Citizenship: Netherlands

If 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) and address(es) attached?

Yes No

3. Interest Conveyed:

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

Execution Date: March 10, 1998

4. Application number(s) or registration number(s). Additional numbers attached?

Yes No

A. Trademark Application No(s).

75/012,348

B. Trademark Registration No(s).

1,183,151, 1,729,643 and 1,187,021

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

Pattishall, McAuliffe, Newbury,
Hilliard & Geraldson
320 Watergate Six Hundred
Washington, D.C. 20037

6. Total number of applications
and registrations involved:

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0650
(Attach duplicate copy of this page if paying
by deposit account)

09/23/1998 DNGUYEN 00000151 160650 75012348

01 FC:481 40.00 CH
02 FC:482 75.00 CH

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.

Colette A. Durst-Barkey

Colette A. Durst-Barkey
Signature

9/11/98
Date

Total number of pages comprising cover sheet:

TRADEMARK
REEL: 1792 FRAME: 0335

DEED OF ASSIGNMENT

THE UNDERSIGNED:

Leaf Holland B.V. (old)
Paul van Vlissingenstraat 6-8
1096 BK AMSTERDAM
The Netherlands

hereinafter called the Assignor of the one part

AND

Leaf Holland B.V. (new)
Paul van Vlissingenstraat 6-8
1096 BK AMSTERDAM
The Netherlands

hereinafter called the Assignee of the other part

WHEREAS the Assignor is the proprietor of the trademark(s) the particulars of which are set out in the Schedule attached hereto and has agreed to assign the said trademark(s) unto the Assignee for good and valuable consideration, the receipt whereof is hereby acknowledged by the Assignor,

NOW THIS DEED WITNESSETH that the Assignor as beneficial owner hereby assigns unto the Assignee all those the said trademark(s) together with the goodwill of the business in the goods and/or services for which the trademark(s) is/are used and/or registered to hold the same unto the Assignee absolutely and the Assignor hereby consents to the name of the Assignee being entered on the registers as the subsequent proprietor of the said trademark(s).

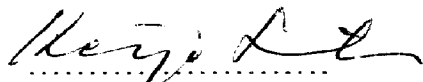
It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount of the consideration exceeds sixty thousand pounds (£ 60.000,-).

IN WITNESS WHEREOF the Assignor and Assignee have executed this document

On behalf of the Assignor

Date March 10, 1998

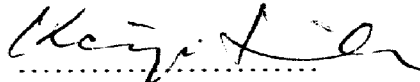
.....
Keijo Suila, Director
.....
Name and title

.....

.....
Signature

On behalf of the Assignee

Date..... March 10, 1998

.....
Keijo Suila, Director
.....
Name and title

.....

.....
Signature

Enclosure: Schedule

SCHEDULE TO DEED OF ASSIGNMENT

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
U.S.A.	THE FRUITGUM COMPANY dev.	75012348 (pending)
U.S.A.	JOLLYGUM	1183151
U.S.A.	ML MAPLE LEAF device	1729643
U.S.A.	SPORTLIFE	1187021