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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

MARLOW FOODS LIMITED

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trade Mark Licence agreement
- Merger
- Change of Name

Execution Date: 9-22-2003

2. Name and address of receiving party(ies)

Name: QUORN FOODS INC.

Internal Address: _____

Address: _____

Street Address: 2nd Fl, 1037 E. Putnam Avenue

City: Riverside State: CT Zip: 06878

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,736,952

2,695,008

Additional number(s) attached Yes No

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

Name: H. John Campaign

Internal Address: _____

Street Address: 36 West 44th Street

City: New York State: NY Zip: 10014

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

OPR/FINANCE
JAN 15 AM 9:10

DO NOT USE THIS SPACE

9. Signature.

H. John Campaign

Name of Person Signing

Signature

December 30, 2003

Date

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

01/08/2004 LNUELLER 00000159 2736952

01 FC:0521
02 FB:0522

40.00 OP
25.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADE MARK LICENCE AGREEMENT

This Licence Agreement is made by and between the following parties:

MARLOW FOODS LIMITED, a limited liability company, organised and existing under the laws of the United Kingdom, located and doing business at Station Road, Stokesley, North Yorkshire, TS9 7AB, United Kingdom (hereinafter "MFL"),

and

QUORN FOODS INC, a corporation, organised and existing under the laws of the State of Delaware, located and doing business at 2nd Floor, 1037 East Putnam Avenue, Riverside, CT 06878, United States of America (hereinafter "QFI").

WITNESSETH:

WHEREAS, MFL is the owner of the trade mark QUORN and has applied for registration of such mark in the United States Patent and Trademark Office for certain food ingredients in Class 29 and certain foods in Class 30, based on intention to use the mark in commerce in the United States, Ser. No. 75/495,726, filed 5 March 1998, published 18 May 1999, and allowed on 10 August 1999;

WHEREAS, MFL is the owner of the trade mark the QUORN logo and has applied for registration of such mark in the United States Patent and Trademark Office for printed matter in Class 16, certain food ingredients in Class 29, certain foods in Class 30 and information about these goods in Class 42 (hereinafter "the Products"), based on a foreign application for the trade mark and intention to use the mark in commerce in the United States, Ser. No. 76/340,536, filed 21 November 2001; and

WHEREAS, QFI is a wholly owned subsidiary of MFL and desires to use the trade mark QUORN and the QUORN logo for the Products in the United States under licence from MFL;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereto, it is agreed as follows:

1. MFL hereby grants a non-exclusive licence and right to QFI to use the trade marks QUORN and the QUORN logo, Exhibit A, (hereinafter "the Trade Marks") for the Products in the United States.
2. Such licence and right to use the Trade Marks shall be restricted to the Products manufactured and packaged by, or on behalf of, MFL and furnished by, or on behalf of, MFL to QFI.
3. All advertising for the Products sold or offered for sale by QFI, and bearing the Trade Marks, shall be subject to prior written approval of MFL and such approval will not be unreasonably withheld.
4. MFL shall have the right to inspect the premises of QFI at all reasonable time to insure that the standard of quality of the Products and their packaging is, at all times, maintained by QFI, and such inspection shall include the right to test the quality of the Products being offered for sale by QFI.
5. All packaging for the Products shall bear a notice that:

"QUORN and QUORN logo are trademarks of Marlow Foods Ltd, and are manufactured in [COUNTRY], and used under licence in the USA, by Quorn Foods Inc".
6. After registration of the Trade Marks is issued by the United States patent and Trademark Office a statutory form of registration notice shall be used on all packaging and in all advertising for the Products.
7. MFL and QFI shall cooperate in protecting the Trade Marks against misuse or infringement by third parties and QFI undertakes to promptly report any potential infringements to MFL in writing.
8. This licence agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns, successors-in-title and any trustee in bankruptcy.
9. This licence agreement shall be confined to the United States as defined in the U.S. Trademark Act.
10. This licence agreement may be revoked by MFL at any time, and without cause, upon giving to QFI ninety (90) days prior notice of termination in writing.

WHEREAS, the parties have caused this licence agreement to be executed by their duly
Authorised Signatories in the presence of Attesting Witnesses.

MARLOW FOODS LIMITED

Richard D Polby
Attesting Witness

By Richard Howell
Name: RICHARD HOWELL
Title: DIRECTOR / SECRETARY
Date: 22nd SEPTEMBER 2003

QUORN FOODS INC.

David Wilson
Attesting Witness

By David Wilson
Name: DAVID WILSON
Title: V-P / GENERAL MANAGER
Date: 16 SEPTEMBER 2003

