

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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Submission Type

- New
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Document ID # _____
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Reel # _____ Frame # _____
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

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FORM PTO-1618B
Expires 08/30/99
OMB 0551-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

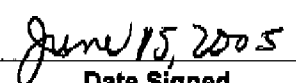
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Martin P. Hoffman

Name of Person Signing



Signature



Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

<u>Mark</u>	<u>Registration No.</u>	<u>Class</u>
THREE BIRDS & design	993,493	30
BIRD'S	999,106	30

**APPOINTMENT OF
DOMESTIC REPRESENTATIVE**

Applicant appoints Martin P. Hoffman, a member of the Bars of the District of Columbia and Virginia, whose postal address is:

**HOFFMAN, WASSON & GITLER, PC
2461 South Clark Street
Suite 522 - Crystal Center 2
Arlington, Virginia 22202**

to be its domestic representative upon whom notice or process in proceedings affecting the above-noted marks may be served.

PREMIER AMBIENT PRODUCTS (UK) LIMITED

June 15, 2005
Date

Martin P. Hoffman
Name: **Martin P. Hoffman**
Title: **Attorney for Registrant**

Attorney's Docket: 05-0309.ADR/cat

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DATED 13 FEBRUARY 2005

(1) KRAFT FOODS UK LIMITED

and

(2) PREMIER AMBIENT PRODUCTS (UK) LIMITED

TRADE MARK ASSIGNMENT
(Not including Irish Marks)

THIS ASSIGNMENT is made on 13 FEBRUARY

2005

BETWEEN:

- (1) **KRAFT FOODS UK LIMITED** (No. 203663) whose registered office is at St George's House, Bayshill Road, Cheltenham, Gloucestershire, GL50 3AE (the "Assignor"); and
- (2) **PREMIER AMBIENT PRODUCTS (UK) LIMITED** (registered number 04427006), whose registered office is at 28 The Green, Kings Norton, Birmingham B38 8SD (the "Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of the Registered Trade Marks (short details of which are set out in Schedule 1 of this Assignment) ("Registered Trade Marks") and the Trade Mark Applications (short particulars of which are set out in Schedule 2 of this Assignment) ("Applications"). The Registered Trade Marks and Applications shall collectively be referred to as the "Marks" in this Agreement.
- (B) Pursuant to the sale of a business made between the parties to this Agreement dated 9 December 2004 ("Sale Agreement"), the Assignor has agreed to assign the Marks together with the goodwill of the business of the manufacture and sale of various instant dessert products as more particularly described in the Sale Agreement ("Business").

1. ASSIGNMENT

In consideration of the sum of £1 (receipt of which is hereby acknowledged), the Assignor hereby assigns with full title guarantee and free from any Encumbrances (as defined in the Sale Agreement) to the Assignee:-

- 1.1 all right, title and interest in and to the Marks, together with the goodwill of the Business attaching thereto in accordance with the Sale Agreement; and
- 1.2 all rights and powers arising or accrued therefrom (whether under statute or common law) including the right to sue for damages and other remedies in respect of any prior or future infringement or passing off (or equivalent or similar proceedings) in respect of the Marks and the right to retain any and all sums obtained through such actions and the right to apply for, prosecute and obtain protection (of whatever nature) throughout the world including the right to claim any priority therefrom with the intent that the grant of any such rights shall be in the name of and vest in the Assignee.

2. FURTHER ASSURANCE

- 2.1 The Assignor shall, at the cost and expense of the Assignee, execute all such deeds and documents and do all such things as the Assignee may reasonably require to give full effect to the transactions intended to be effected under or pursuant to this Assignment and for vesting in the Assignee the full benefit of the rights assigned pursuant to this Assignment.

TRADEMARK

REEL: 003131 FRAME: 0850

3. LAW AND JURISDICTION

- 3.1 This Assignment shall be governed by and construed in accordance with the laws of England and Wales.
- 3.2 The parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of, or in connection with, this Assignment.

4. COUNTERPARTS

- 4.1 This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AS WITNESS the hands of the parties on the date and year first above written.

**SCHEDULE 1
REGISTERED TRADEMARKS**

COUNTRY	MARK	REG. NO.	CLASS	NEXT REVIEW
Australia	BIRD'S	A12119	29	2009 Nov 9
Australia	BIRD'S	A215313	30	2009 Nov 9
Australia	BIRD'S & Bird Device	A166970	30	2006 May 29
Australia	BIRD'S & Birds Device	A166969	29	2006 May 29
Australia	THREE BIRDS Device	262864	30	2010 Apr 2
Australia	THREE BIRDS Device	829179	29,30,32	2010 Mar 24
Australia	BIRDS	28305	29, 30	2006 May 3
Benelux	THREE BIRDS Device	28306	29, 30	2008 May 3
Cyprus (Gk)	BIRD'S	4107	29	2015 Apr 3
Cyprus (Gk)	BIRD'S	4109	30	2015 Apr 3
Egypt	BIRD'S (& in Arabic)	18285	30	2008 Jun 27
Egypt	THREE BIRDS Device	18286	30	2008 Jun 27
Germany	BIRD'S	602687	5, 29, 30, 31	2004 Jun 25 (renewed)
Germany	THREE BIRDS Device	608754	5, 29, 30, 31	2004 Jun 25 (renewed)
Hong Kong	BIRD'S	1094/1985	30	2015 Feb 7
International (des Antigua Barbada Kenya)	THREE BIRDS Device	755221	29, 30	2011 Jan 26
International (des Antigua Barbada Kenya)	BIRD'S	754849	29, 30	2010 Dec 12
Malaysia (formerly Malaya)	THREE BIRD'S Device	M/85207	30	2015 Feb 5
Malaysia (formerly Sabah)	BIRD'S	25657	30	2011 Feb 5
Malaysia	BIRD'S	M/1959	30	2006 Dec 9

Malaysia	BIRD'S	M/1960	32	2006 Dec 9
Malaysia	BIRD'S	M/1958	29	2006 Dec 9
Malaysia	BIRD'S	M/5654	30	2007 Aug 3
Malta	THREE BIRDS Device	8199	32	2007 Jan 22
Malta	THREE BIRDS Device	8198	30	2007 Jan 22
Minko	THREE BIRDS Device	8200	29	2007 Jan 22
New Zealand	ANGEL DELIGHT	B97763	30	2006 Jul 28
New Zealand	stylised BIRD'S CUSTARD	234/226	42	2017 Jun 15
New Zealand	POWDER			
New Zealand	THREE BIRDS Device	612888	29	2007 Apr 19
New Zealand	THREE BIRDS Device	612889	30	2007 Apr 19
Nigeria	BIRD'S & THREE BIRDS Device	12551	42	2004 Feb 2 (renewed)
Pakistan	BIRD'S	14116	30	2018 Mar 10
Pakistan	THREE BIRDS Device	14119	30	2018 Mar 10
Singapore	BIRD'S	S/1958	29	2012 Dec 9
Singapore	BIRD'S	S/1959	30	2012 Dec 9
Singapore	BIRD'S	S/5654	30	2013 Aug 3
South Africa	BIRD'S	463/38/1	29	2006 Mar 30
South Africa	BIRD'S	463/38/2	30	2006 Mar 30
Switzerland	BIRD'S	285882	29, 30, 32	2006 Dec 1
Switzerland	THREE BIRDS Device	297400	29, 30, 31	2008 Nov 21
United Kingdom	ANGEL	2022861	29, 30	2005 Jun 5
United Kingdom	ANGEL DELIGHT	1066089	29, 30	2007 July 22
United Kingdom	ANGEL DELIGHT & Swirl dev	2022865	29, 30	2005 Jun 5
United Kingdom	ANGEL DELIGHT dev	2267961	29, 30	2011 Apr 20
United Kingdom	ANGEL DELIGHT pack front dev	2268783	29, 30	2011 April 26
United Kingdom	ANGEL DELIGHT	2155698	29, 30	2008 Jan 16

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United Kingdom	stylised	1121571	29, 30	2010 Sep 28
United Kingdom	ANGEL WHIRL	2155702	29, 30	2008 Jan 16
United Kingdom	Back of Pack Dev (Angel Delight)	567062	29, 30	2006 Mar 5
United Kingdom	BIRDS	1270684	29	2007 Jul 4
United Kingdom	BIRD'S	835528	30	2007 Jun 7
United Kingdom	BIRD'S	850338	29	2008 Jun 14
United Kingdom	BIRD'S	1101942	30	2009 Sep 25
United Kingdom	BIRD'S	1121569	29, 30	2010 Sep 28
United Kingdom	BIRD'S	1092760	30	2009 Mar 17
United Kingdom	BIRD'S BAKING	571308	30	2006 Sep 2
United Kingdom	POWDER dev	1228922	30	2005 Oct 26
United Kingdom	BIRD'S COOL N' LIGHT	2022858	29, 30	2005 Jun 5
United Kingdom	BIRDS CUSTARD	2177874	30	2008 Sep 22
United Kingdom	PACKET Dev	155480	29, 30	2013 Apr 13
United Kingdom	BIRD'S CUSTARD	1312063	29, 30	2008 Jun 4
United Kingdom	POWDER	1254521	29, 30	2006 Nov 15
United Kingdom	BIRD'S DIPPIT	2279686	29, 30	2011 Sep 3
United Kingdom	BIRD'S DREAM	714146	30	2012 Jan 21
United Kingdom	BIRD'S stylised 2001	2022854	29, 30	2005 Jun 5
United Kingdom	BIRDS SUGAR CRISP	501217	29, 30	2009 Mar 25
United Kingdom	BIRDS SUGAR FREE	2282971	29, 30, 32	2011 Oct 11
United Kingdom	JELLY BANNER Dev	381049	29, 30, 32	2011 Dec 12
United Kingdom	BIRDS/THREE BIRDS & GLASS Dev	920453	30	2013 Jan 31
United Kingdom	BRRRRRR'D'S	323337	29	2008 May 2
United Kingdom	CENTURY	1102926	30	2009 Oct 13
United Kingdom	CENTURY	1208182	29, 30	2014 Nov 30
United Kingdom	CRYSTELLA	1066090	29, 30	2007 July 22
United Kingdom	DESSEKT ISLAND	2155701	29, 30	2008 Jan 16
United Kingdom	DREAM TOPPING	2215217	30	2009 Nov 23
United Kingdom	DREAM TOPPING	1159997	30	2012 Aug 21
United Kingdom	DREAM TOPPING			
United Kingdom	DREAM TOPPING			
United Kingdom	FEATURES Dev (Angel Delight)			
United Kingdom	HOT 'N' FRUITY			
United Kingdom	CUSTARD POT Dev			
United Kingdom	INSTANT WHIP			

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United Kingdom	JIG POTZ	2215140	21, 29, 30, 43	2009 Nov 23
United Kingdom	JIG YOUR POTZ	2219309	21, 29, 30	2010 Jan 13
United Kingdom	LITTLE ANGELS	2281746	29, 30	2011 Sep 27
United Kingdom	RED/YELLOW/BLUE simple waves	2177874	30	2008 Sep 22
United Kingdom	RED/YELLOW/BLAUB stripes	2141032	30	2007 Aug 5
United Kingdom	RED/YELLOW/BLUE waves series of 2	2281628	30	2011 Sept 3
United Kingdom	SCOOFZ	2186484	29, 30	2009 Jan 15
United Kingdom	SPLASH Shape (Angel Delight)	2155699	29, 30	2008 Jan 16
United Kingdom	SUNRIPE	627069	29	2007 Jan 5
United Kingdom	THE BIRD'S DESSERT COMPANY & SPOON Dev	2178030	29, 30, 32	2008 Sep 23
United Kingdom	THREE BIRDS Device (old)	570986	29, 30	2006 Aug 18
United Kingdom	THREE BIRDS Device	2178027	29, 30, 32	2008 Sep 23
United Kingdom	THREE BIRDS Device	863047	29, 30, 32	2009 Apr 17
United Kingdom	THREE BIRDS Device	501217	29, 30	2009 Mar 25
United Kingdom	THREE BIRDS Device 2001	2279945	29, 30, 32	2011 Sep 3
United Kingdom	THREE BIRDS outline dev	1254124	29, 30, 32	2006 Nov 11
United Kingdom	TOP-C	793369	32	2008 Jul 16
United Kingdom	TOPPLES	2149658	30	2007 Oct 31
USA	THREE BIRD'S Device	993493	30	2004 Sep 24 Awaiting renewal extt
USA	BIRD'S word	999106	30	Awaiting renewal extt

TRADEMARK

**SCHEDULE 2
TRADE MARK APPLICATIONS**

COUNTRY	MARK	FILED	CLASS	STATUS
Cyprus (Gk)	THREE BIRDS Device	pending	29	pending
Cyprus (Gk)	THREE BIRDS Device	pending	30	pending
Nigeria	BIRD'S	Ap 64225/2002	30	2002 Apr 19
Nigeria	BIRD'S	Ap 64224/2002	29	2002 Apr 19
Philippines	BIRD'S word	filed Nov 2003	29, 30	

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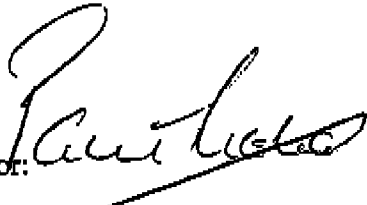
SIGNED for and on behalf of
KRAFT FOODS UK LIMITED
acting by

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)
)

Director: 
Name: Duncan Conway

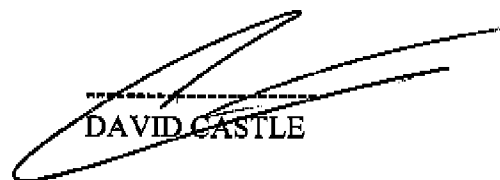
SIGNED for and on behalf of
PREMIER AMBIENT PRODUCTS
(UK) LIMITED
acting by

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)
)
)
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Director: 
Name: Paul Thomas

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ASSIGNMENT DOCUMENT DATED 13 FEBRUARY 2005 OF UNITED STATES TRADE MARK REGISTRATION NO. 993493 THREE BIRDS DEVICE & REGISTRATION NO. 999106 BIRDS FROM KRAFT FOODS UK LIMITED TO PREMIER AMBIENT PRODUCTS (UK) LIMITED

Signed



DAVID CASTLE

Director
Murgitroyd & Company
17 Lansdowne Road
Croydon CR0 2BX

Tel : + 44 (0)20 8688 3490

Fax : + 44 (0)20 8680 1225

Date: 12 May 2005