

## AGREEMENT

This Agreement is made and entered into by and between KRAFT FOODS HOLDINGS, INC. ("Kraft"), a Delaware corporation with a business address of Three Lakes Drive, Northfield, IL 60093, and RESOURCEFUL PRODUCTS, INC. (THE RPI GROUP) ("RPI") a Delaware corporation with a business address of 31225 Bainbridge Road, Suite A, Solon, Ohio 44139.

WHEREAS, Kraft has for many years been in the business of manufacturing and selling, among other things, various food products, including meat and poultry products, some of which are sold in resealable packaging, and include the trademark STAY-FRESH; and

WHEREAS, Kraft filed two applications for registration of the term STAY- FRESH in Class 29 for goods described as "meats and poultry; packaging for meats and poultry". The word mark STAY- FRESH was filed on December 27, 2006 and was assigned Serial No. 77/071,921 and STAY- FRESH and Design was filed on February 23, 2007 and was assigned Serial No. 77/114,443; and

WHEREAS, RPI has adopted and filed an application for registration of the term STAY FRESH for goods described as "plastic food storage containers for domestic use" in Class 21. This application was filed on January 5, 2006 and was assigned Serial No. 76/652,916; and

WHEREAS, Kraft has filed a Notice of Opposition to the registration of the term STAY FRESH, which is the subject of application Serial No. 76/652,916; and

WHEREAS, Kraft and RPI are desirous of avoiding any possible conflict between their respective trademarks and are prepared to define within this Agreement a basis for concurrent use and registration by both parties of their respective trademarks.

NOW, THEREFORE, inasmuch as the parties have resolved their differences, and in consideration of the mutual covenants herein, and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. RPI acknowledges and confirms Kraft's right, title and interest in the trademark STAY-FRESH in connection with Kraft's meat and poultry products and packaging for same. RPI will not object to Kraft's use of the trademark STAY-FRESH in connection with any of Kraft's food products. RPI further will not object to the use and/or registration of the trademark STAY-FRESH by Kraft and, where applicable, to any maintenance procedure initiated by Kraft relating to the trademark STAY FRESH in connection with any Kraft food products, including, but not limited to, Kraft's meat and poultry products and packaging for same.

2. Kraft consents to RPI obtaining right, title and interest in the trademark STAY FRESH in connection with RPI's products to the extent that they are not specifically designed for meat or poultry products or containers for same, and, where applicable, to any maintenance procedure initiated by RPI of the trademark STAY FRESH. RPI agrees to amend the specification of Trademark Application Serial No. 76/652,916 to exclude packaging for meat and poultry products.

3. Kraft agrees to withdraw the Opposition filed in connection with RPI's Trademark Application No. 76/652,916.

4. To the extent that Kraft seeks to register STAY-FRESH in connection with its meat and poultry or other products and packaging for the same, RPI agrees that it shall not contest Kraft's registration and/or use of its STAY-FRESH mark, provided that Kraft's use thereof and applications therefor are consistent with its representations and agreements herein. Specifically, RPI shall provide to Kraft cooperation and assistance at Kraft's request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths,

samples, exhibits, specimens and other documentation as may be reasonably required) in connection with the prosecution of the STAY-FRESH applications, whereby RPI's pending applications or registrations resulting from the same are cited as likely to be confused with Kraft's STAY-FRESH applications.

5. Kraft and RPI acknowledge and agree that compliance with the above provisions is for the purpose of preventing a conflict between their respective uses of the STAY FRESH/STAY-FRESH marks and to preclude a likelihood of confusion. The parties agree that if they become aware of any actual customer confusion, they shall cooperate to take the necessary steps to avoid such confusion.

6. Nothing in this Agreement shall be construed to put the parties in the relationship of partners, licensor/licensee, joint venturers, principal and agent, representative and affiliate or employer and employee and neither shall have the right to act on behalf of or bind the other.

7. This Agreement is binding on the parties, their successors in interest, assignees, licensees, transferees and any related companies. The scope of the Agreement is the United States, its territories and possessions. The parties may license or sublicense their rights granted herein, provided that any such license or sublicense is fully consistent with the provisions of this Agreement and that any such license or sublicense contains provisions restricting any licensee or sublicensee that uses RPI products in connection with the manufacture or sale containers for poultry or meat products from the use of the words STAY FRESH as a trademark or otherwise for these products.

8. In the event that Kraft becomes aware of any licensee or sublicensee using the STAY FRESH mark in a manner inconsistent with the provisions of this Agreement, Kraft shall notify RPI in writing and RPI shall use its best efforts and all commercially reasonable means to ensure that such licensee or sublicensee ceases to use the mark in a manner inconsistent with the

provisions of this Agreement. Should RPI be unsuccessful in such efforts and means, Kraft shall have the option of using other means, including litigation, against such licensee or sublicensee to attempt to induce it to modify its use of the STAY FRESH mark so as to be consistent with the terms of this Agreement.

9. All provisions contained in this Agreement are severable and, in the event any one of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such Provision was not contained herein, and such determination shall not otherwise affect the validity of any other Provisions.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio and applicable federal law.

11. This Agreement constitutes the entire Agreement and understanding of Kraft and RPI concerning the subject matter hereof.

12. This Agreement is executed in duplicate and each executed copy shall be considered an original of the Agreement

KRAFT FOODS HOLDINGS, INC.

RESOURCEFUL PRODUCTS, INC.  
(THE RPI GROUP)

By   
Name Jacqueline A. Leimer

By The RPI Group  
Name Brad Emerman

Title VP & Assoc. General Counsel  
Global Intellectual Property

Title Vice President

Date 7/16/07

Date 7/3/07