

CONSENT AGREEMENT

This agreement is made between JUST BORN, INC. ("JUST BORN"), a Pennsylvania corporation, whose principal place of business is at 1300 Stefko Boulevard, Bethlehem, Pennsylvania 18017, and JESCO IMPORTS, INC. ("JESCO"), a California corporation, whose principal place of business is at 923 South Myrtle Avenue, Monrovia, CA 91016.

WHEREAS, JUST BORN is the owner of rights in the mark PEEPS with respect to candy and related merchandising products;

WHEREAS, JUST BORN has used the mark PEEPS on goods in class 28 since at least 2004, and has applied to register the mark PEEPS as follows:

Ser. No. 77658163 for PEEPS, filed January 28, 2009 for: Toys, namely, plush toys in the shape of a bunny, plush toys in the shape of a chick, bath toys in the shape of a chick, wind up toys in the shape of a chick, toy stamps in the shape of a chick, play figures in the form of sponges in the shape of a chick, flying discs, jump ropes, gift baskets containing toys, egg decorating kits, hobby craft kits, toy cookware (Class 28);

WHEREAS, JESCO's predecessor in interest has registered the mark MISS PEEP as follows:

Reg. No. 0546396 for PEEPS, dated August 7, 1951, for: dolls, which registration is now owned by JESCO.

WHEREAS, JUST BORN's application for registration (Ser. No. 77658163) has been rejected in view of JESCO's prior registration (Reg. No. 0546396); and

WHEREAS, the parties wish to set forth their respective rights and obligations toward each other's use and registration of their respective marks; in consideration of the mutual promises set forth below, as well as other good and valuable consideration, the Parties hereby agree as follows:

1. JESCO hereby consents to JUST BORN'S use and registration of the mark PEEPS (or marks containing PEEPS, subject to paragraph 2 below) as set forth in the above-referenced application, for the goods specified therein, as well as for any goods in class 28 in this or future applications for that mark, so long as such future goods shall be specifically and only associated with the famous chick design of PEEPS marshmallow candy.

2. JUST BORN will not use or register the term MISS in connection with its PEEPS branded products.

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3. JESCO will supply, upon request, appropriate letters or agreements of consent to allow JUST BORN to register and use the mark PEEPS for goods consistent with this Agreement, in the event that JUST BORN files additional applications in class 28 for a mark incorporating the terms PEEP or PEEPS.
4. JUST BORN will refrain from contesting, opposing, or objecting to JESCO's use or registration of the mark MISS PEEP as set forth in its above-referenced registration.
5. The parties agree that because of the distinction in the marks, goods, the different marketing channels and styles used by the parties as set forth in this Agreement, and the difference in target customer groups, there is no likelihood of confusion based on the coexistence of both parties' marks in the marketplace.
6. Both parties agree to conduct their respective businesses in a manner which will avoid confusion between marks and respective goods, and upon learning of any possible confusion, will take immediate steps to correct same.
7. The parties represent and warrant that they each have the right and authority to enter into this Agreement.
8. The terms of this Agreement apply worldwide.
9. This Agreement shall be binding on all subsidiaries, affiliates and related companies of the parties, and on all assignees, licensees, or successors-in-interest to the marks or rights in the marks herein.
10. This Agreement has been entered into after negotiation and review of its terms and conditions by parties with substantially equal bargaining power. No ambiguity shall be construed or resolved against any party on the ground that this Agreement or any of the provisions were proposed or drafted by such party.
11. This Agreement embodies the entire agreement between the parties hereto with respect to the specific subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations or agreements, whether written or oral, with respect to the specific matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said specific subject matter not set forth in this Agreement.
12. The parties agree to execute and deliver all documents necessary to carry out the present agreement, without further compensation.
13. The parties agree that a copy of this Agreement may be submitted in support of JUST BORN's trademark applications, in order to overcome any rejections

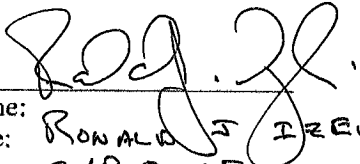
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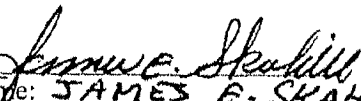
based on citations of JESCO's registration.

14. This Agreement will continue in effect until such time as both parties have conclusively abandoned their respective trademark rights.

JUST BORN, INC.

JESCO IMPORTS, INC.

By: 
Name: _____
Title: RONALD J. IREWSKI
SVP & CFO
Dated: 10/18/10

By: 
Name: JAMES E. SKAHILL
Title: PRESIDENT
Dated: 10-18-10.