

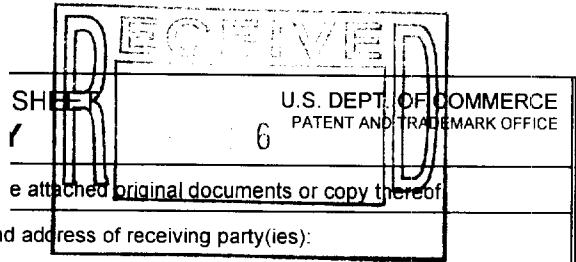
MRO 8-26-99

FORM PTO-1594
1-31-92

09-01-1999



101134055



To the Honorable Commiss

1. Name of conveying party(ies):

Treat Entertainment, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

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

3. Nature of conveyance:

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

Execution Date: August 16, 1999

2. Name and address of receiving party(ies):

Name: Hershey Chocolate & Confectionery Corporation

Internal Address: c/o Intellectual Property Department

Street Address: 5060 Ward Road

City: Wheat Ridge State: CO Zip: 80033

- 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) and address(es) attached? Yes No

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

A. Trademark Application No.(s) **75/286,680**

B. Trademark registration No.(s) **N/A**

Additional numbers attached? Yes No

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

Name: Martha L. Cecil-Few

Internal Address: Hershey Chocolate & Confectionery Corporation

Street Address: 5060 Ward Road

City: Wheat Ridge State: CO Zip: 80033

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500934

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

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.

MARTHA L. CECIL-FEW

August 23, 1999

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: _____

OMB No 0651-0011 (exp 4/94)

08/31/1999 DWGUYEH 00000399 500934 75286680

01 FC:481 40.00 CH

TRADEMARK
REEL: 001951 FRAME: 0846

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), is made this 16th day of August, ~~July~~, 1999, by TREAT ENTERTAINMENT, INC., an Alabama corporation, with an address at 202 North Court Street, Florence, AL 35630 ("Assignor"), in favor of HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION, a Delaware corporation, with its principal office at 5060 Ward Road, Wheat Ridge, CO 80033 ("Assignee").

WHEREAS, Assignor represents and warrants that it currently owns the trademark GOOD & PLENTY for "children's books, children's story books, children's magazines, bookmarks, children's books sold as a unit with pre-recorded audiotape tapes, fiction books, coloring books, comic books, children's writing tablets, sticker books and children's activity books", including: the entire goodwill associated therewith; common law and any and all other rights appertaining thereto; any and all modifications, variations or extensions thereof; United States Trademark Application Serial No. 75/286,680; and the trade dress heretofore used in connection with or heretofore relating to such trademark and/or the products heretofore bearing such trademark; and any modifications, variations or extensions of such trade dress (collectively, the "Mark").

WHEREAS, Assignor desires to assign, sell, transfer and set over to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest to the Mark.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest owned by Assignor in and to the Mark, together with the goodwill of the business with which the Mark is used, and all registrations and applications therefore

(namely U.S. Application Serial No. 75/286,680, Assignor hereby representing that it owns no other applications or registrations for the mark GOOD & PLENTY, or any mark confusingly similar thereto, in the United States or elsewhere) including any renewals and extensions of the registrations that are or may be secured in connection therewith under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, licensees, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor represents and warrants that as of the date hereof: Assignor is not a party to nor is it bound by any agreement inconsistent with this Assignment, and Assignor has granted no right or license permitting use of the Mark to a third party or otherwise taken any action to create any lien or encumbrance on the Mark or to transfer any ownership interest in the Mark to a third party. Applicant also represents and warrants that it knows of no challenges by third parties against the Mark other than Opposition No. 113,237 filed with the U.S. Trademark Trial and Appeal Board by Assignee.

Assignee covenants and agrees that it will communicate to the Assignor, its successors, assignees and nominees, all facts known to it respecting the Mark, and will, upon request of Assignor, its successors, assignees, and nominees at any time, sign all lawful papers, execute all applications and assignments, make all rightful oaths, testify as to facts relating to the

Mark in any legal proceedings, and generally do everything reasonable and proper to aid said Assignee, its successors, assignees and nominees to receive proper protection for the Mark.

This Assignment shall be governed by the laws of the State of Delaware without regard to conflicts of laws principles.

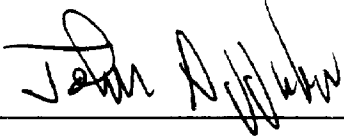
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

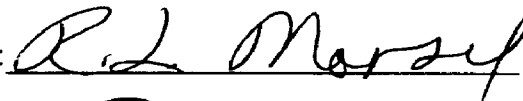
* * * *

IN TESTIMONY WHEREOF, and intending to be legally bound hereby, the Assignor has caused this Assignment to be signed and executed by its duly authorized officers the day and year first set forth above.

Attest:

TREAT ENTERTAINMENT, INC.

By: 
Name: JOHN APPUHN
Title: Manager

By: 
Name: Ron L. Mansel
Title: Vice President of Finance

STATE OF Alabama)
)
COUNTY OF Lauderdale) ss.

On this 16th day of August, 1999, before me personally appeared Bon L. Mansel and John Appuhn to me known, who, being by me duly sworn, did depose and say that they are, respectively, the Vice President of Finance and Manager of TREAT ENTERTAINMENT, INC., the Corporation described in and on whose behalf they executed the foregoing instrument, and that they executed said instrument for the purposes contained therein.

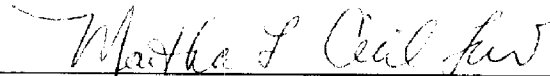
Kickie Benson
Notary Public

My commission expires: 10/3/2001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

CERTIFICATE OF MAILING

I hereby certify that this Recordation Form Cover Sheet is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box TTAB NO FEE, Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on August 23, 1999.



Martha L. Cecil-Few

President

Hershey Chocolate & Confectionery Corporation

5060 Ward Road

Wheat Ridge, CO 80033