

MD
10-25-99

REC

10-27-1999

HEET



101184502

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

1. Name of conveying party(ies):

Hershey Chocolate & Confectionery Corporation
5060 Ward Road
Wheat Ridge, CO 80033

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

Additional name(s) of conveying party(ies) attached?
 yes no

3. Nature of conveyance:

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

Execution Date: August 25, 1999

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

Everson Distributing Co., Inc.
280 New Ludlow Road
Chicopee, MA 01029

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

1,436,582

Additional numbers attached? yes no

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

Donald S. Holland, Esq.
HOLLAND & BONZAGNI, P.C.
Longmeadow Professional Park
171 Dwight Road
Longmeadow, MA 01106

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit Account Number: 08-2622

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.

Donald S. Holland 10/24/99

(Date)

Donald S. Holland, Esq.
Registration No. 29391
HOLLAND & BONZAGNI, P.C.
Longmeadow Professional Park
171 Dwight Road
Longmeadow, MA 01106

10/26/1999 DNGUYEN 00000281 1436582
01 FC:481

40.00 DP

Total number of pages including cover sheet, attachments and document: 4

[98182G/TB/04]

TRADEMARK
REEL: 001980 FRAME: 0569

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), is made this 25th day of August, 1999, by HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION, a Delaware corporation, with its principal office at 5060 Ward Road, Wheat Ridge, CO 80033 ("Assignor") in favor of EVERSON DISTRIBUTING CO., INC., a Massachusetts corporation, with an address at 280 Ludlow Road, Chicopee, MA 01029 ("Assignee").

Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to trademark TREASURE BAR for candy, including: all of Assignor's right, title and interest in and to United States Trademark Registration No. 1,436,582, the entire goodwill associated therewith; common law and any and all other rights appertaining thereto; any and all modifications, variations or extensions thereof (the "Mark").

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest 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. Registration No. 1,436,582, Assignor hereby representing that it owns no other applications or registrations therefor in the United States or elsewhere) including any renewals and extensions of the registrations that are or may be secured 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 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 thereafter, 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.

EXCEPT AS EXPRESSLY STATED HEREIN, ASSIGNOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE MARK.

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

* * * *

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be

signed and executed by the undersigned duly authorized officer the date and year first set forth above.

HERSHEY CHOCOLATE
& CONFECTIONERY CORPORATION

By: Martha L. Cecil-Few

Name: Martha L. Cecil-Few

Title: President