MRD
6/23/00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

07-19-2000

101406916

To The Honorable Commissioner for Patents and Trademarks: Please record the attac copy thereof.

1. Name of conveying party(ies):
   Name: KRAFT FOODS, INC.
   Address: THREE LAKES DRIVE
   City: NORTHFIELD State: IL Zip: 60093
   Individual(s) Association
   General Partnership Limited Partnership
   X Corporation-State of: DELAWARE
   Other:

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

2. Name and address of receiving party(ies):
   Name: KRAFT FOODS HOLDINGS, INC.
   Address: THREE LAKES DRIVE
   City: NORTHFIELD State: IL Zip: 60093
   Individual(s) Association
   General Partnership Limited Partnership
   X Corporation-State of: 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 names(s) & address(es) attached?
   Yes No

3. Nature of Conveyance:
   X Assignment Merger
   Security Agreement Change of Name
   Other

   Execution Date: June 9, 2000

4. Application number(s) or registration number(s):
   A. Trademark Application No.(s)
   75/739,460

   B. Trademark Registration No.(s)

Additional numbers attached? ***No (If yes, then attach numbers on a separate sheet and send along with this page)***

5. Name and address of party to whom correspondence concerning document should be mailed:
   Name: Susasn H. Frohling
   Company: KRAFT FOODS
   Street Address: Three Lakes Drive
   City: Northfield State: IL Zip: 60093

6. Total number of applications and registrations invoiced: 1

7. Total fee (37 CFR 3.41): $ 40.00
   $40 for one mark; $25 each additional

   Enclosed
   X Authorized to be charged to deposit account #11-1650 **if any additional fees are required.**

8. **Deposit account number: 11-1650**

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

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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.

Name of Person Signing **Sandra J. Storto**

Signature Sandra J. Storto Date: 6/9/00

Total number of pages comprising cover sheet: 1

ASSIGNMENT OF TRADEMARK

WHEREAS, Kraft Foods, Inc. ("Assignor"), is the owner of the trademark listed on Schedule A, attached hereto and incorporated herein by reference (the "Trademark"); and

WHEREAS, Kraft Foods Holdings, Inc. ("Assignee") desires to acquire the entire right, title and interest in, to and under said Trademark, including the right to bring actions for infringement of the Trademark occurring prior to the date of this Assignment,

NOW THEREFORE, for good and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said Trademark, together with the goodwill of the business symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

All Trademarks, either present or future, which are unassignable by Assignor, whether at law or by contract or otherwise, or which if assigned would cause Assignor to be in breach of the terms of a contract, or would result in a

taxable event if transferred, shall not be assigned, and are not assigned to Assignee by this instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of June 9, 2000.

KRAFT FOODS, INC.

By: Robert L. Herst
Robert L. Herst
Its: Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 9th day of June, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared Robert L. Herst, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed. WITNESS my hand and seal the day and year last above given.

Notary Public: Sandra J. Storto

My Commission Expires: 6/12/01

OFFICIAL SEAL
SANDRA J STORTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/12/01

SCHEDULE A

Trademark	Serial No.	Filing Date
FROSTED ESCAPES	75/739,460	June 29, 1999