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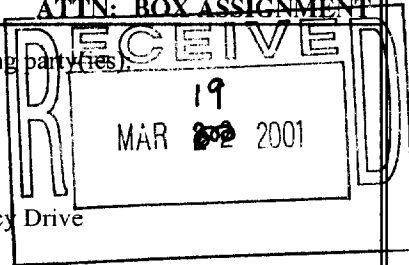


Our Ref.: 63428-0021

101647549

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

ATTN: BOX ASSIGNMENT



1. Name of conveying party(ies):

Slush Puppie Corporation
an Ohio corporation

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

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

Dr Pepper/Seven Up, Inc.
a Delaware corporation

Street Address: 5301 Legacy Drive

City: Plano State: Texas Zip: 75024
Domestic Representative designation attached? Yes No

Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: January 24, 2001
Execution Date: January 24, 2001

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

A. Trademark Application No.(s)

75/151,053 75/725,614 75/596,504

B. Trademark Registration No.(s)

2,263,290 2,257,309 2,324,987 2,221,765 2,276,739
2,203,122 1,971,905 1,977,325 1,900,063 1,724,087
1,665,188 1,669,663 1,669,662 1,597,745 1,594,479
1,558,338 1,515,621 1,511,957 1,297,931 1,275,991
1,185,830 1,161,903 1,181,837 1,126,200

Additional numbers attached: Yes No

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

Name: Keri A. Christ, Esq.
Internal Address: Morgan, Lewis & Bockius LLP
Attn: TMSU

Street Address: 1800 M Street, N.W.
City: Washington State: DC Zip: 20036

6. Total number of applications and trademarks involved: 27

7. Total fee (37 C.F.R §3.41): \$690.00
 Enclosed
 Authorized to be charged to deposit account 13-4520
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

8. Deposit account number: 13-4520
Attach duplicate of page if paying by deposit account

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.

Margaret A. Delacruz
Name of Person Signing

Signature

March 19, 2001
Date

Total number of pages including cover sheet, attachments and documents: 15

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of January 24, 2001 (this "Assignment") from and by SLUSH PUPPIE CORPORATION, an Ohio corporation ("Assignor"), in favor of DR PEPPER/SEVEN UP, INC., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement dated December 20, 2000 by and among Assignor, Assignee, and Will Radcliff (as the same may be amended, supplemented or modified from time to time, the "Purchase Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement), Assignor has agreed to sell the Assets to Assignee; and

WHEREAS, Assignor owns all right, title and interest in and to the marks listed on the attached Schedule A, any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business associated therewith and symbolized thereby (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby assign, transfer and convey, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title, and interest in and to the Marks, to Assignee to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives and any and all rights to sue for, collect and retain damages predicated on present or future infringements of the Marks, as well as all other claims and rights to damages associated with the Marks, whether predicated on past, present or future actions or omissions, and whether currently known or unknown.

2. Further Assurances. (a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks. Assignor hereby appoints Bruce Futterer as its attorney-in-fact with a limited power of attorney to execute all documents deemed necessary in

the sole opinion of Assignee to establish, document, perfect, protect, assign or maintain the Marks and any right, title or interest in the Marks, if Assignor fails to do so within two (2) Business Days of a written request by an officer of Assignee or Assignee's attorney. This limited power of attorney is a power coupled with an interest and is irrevocable.

(b) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

(c) Assignor's assignment of the Marks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all of Assignor's rights (legal, equitable, use and otherwise) in the Marks whether currently existing, or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in or to the Marks.

3. Purchase Agreement. The execution and delivery of this Assignment shall not be (nor be deemed to be) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Purchase Agreement, and such execution and delivery shall not be deemed a modification or amendment of any provision of the Purchase Agreement in any respect.

4. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by both of the parties hereto.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.


6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

SLUSH PUPPIE CORPORATION

By: 
Name: *Will Radcliff*
Title: *President*

ACCEPTED:

DR PEPPER/SEVEN UP, INC.

By: _____
Name:
Title:

[Signature page to SPC Trademark Assignment]

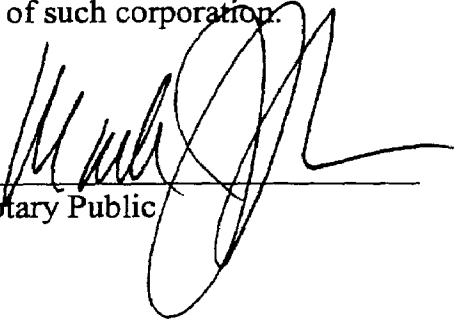
STATE OF Ohio)

COUNTY OF Hamilton) : ss.:

On this 18th day of January, 2001, before me personally appeared Will Rodcliff, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he/she is the President of Slush Puppie Corporation, an Ohio corporation, which executed the foregoing Trademark Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.



MARK J. JAHNKE, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission has no expiration
date. Section 147.03 O.R.C.



Notary Public

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

SLUSH PUPPIE CORPORATION

By: _____
Name:
Title:

ACCEPTED:

DR PEPPER/SEVEN UP, INC.

By: David M. Miller
Name: David M. Miller
Title: Chief Financial Officer

[Signature page to SPC Trademark Assignment]

STATE OF TEXAS)

: ss.:

COUNTY OF COLLIN)

On this 24th day of January, 2001, before me personally appeared DAVID M. MILLER, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he/she is the C.F.O. of Dr Pepper/Seven Up, Inc., a Delaware corporation, which executed the foregoing Trademark Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.

Linda Upton

Notary Public



SCHEDULE A**TRADEMARK REGISTRATIONS OWNED BY SLUSH PUPPIE CORPORATION**

MARK/GOODS	COUNTRY	REG. NO./DATE
SLUSH PUPPIE non-medicate confectionary, in Class 30	United Kingdom	1,038,002/November 8, 1974
SLUSH PUPPIE non-alcoholic drinks, in Class 32	United Kingdom	2,069,165/April 18, 1996
AS COOL AS IT GETS Slush-type soft drinks for consumption on and off the premises, in Class 32	United Kingdom	2,010,921/February 13, 1995
SLUSH PUPPIE Plus Design Non-alcoholic beverages and preparations for making such beverages, in Class 32	United Kingdom	1,545,377/August 20, 1993
FREEZE BEE FREEZE B Plus Design Freezing machines incorporating apparatus for mixing and dispensing frozen confections, and parts thereof, in Class 11	United Kingdom	1,171,088/March 9, 1982
FREEZE BEE FREEZE B Plus Design Non-medicated confectionery and sundae toppings included in class 30, all being frozen or ice cold or intended for use in preparing or serving frozen or ice cold confections; ice milk; mixes for making ice milk, ice milk cones, ice milk shakes, ice milk wafer sandwiches, ice milk sundaes, cones for serving ice milk, cookies, biscuits and wafers (biscuits) for making ice milk sandwiches, in Class 30	United Kingdom	1,169,759/February 15, 1982
SLUSH S PUPPIE Plus Design Non-medicated confectionery, in Class 30	United Kingdom	1,167,722/January 11, 1982
S SLUSH PUPPIE Plus Design Articles made of glass porcelain, earthenware or plastic materials; plates and dishes, all being domestic utensils, and drinking vessels, all	United Kingdom	1,163,788/October 29, 1981

made of paper or cardboard, in Class 21		
S SLUSH PUPPIE Plus Design Non-alcoholic beverages and preparations for making such beverages, in Class 32	United Kingdom	1,051,923/September 10, 1975
THELMA S OLD FASHIONED LEMONADE Plus Design Lemonade, in Class 32	United Kingdom	1,445,592/November 29, 1991
FRUIT FRAZE Non-alcoholic cocktail mixes, in Class 32	Canada	TMA521550/January 14, 2000
THELMA'S OLD FASHIONED LEMONADE Plus Design Lemonade, in Class 32	Canada	TMA414969/July 30, 1993
FREEZE BEE Plus Design Machines for freezing, mixing and dispensing icemilk; ice milk, ice milk sundaes, ice milk mix, ice milk cones, ice milk shakes, cones for serving ice milk, ice milk sandwiches, cookies or wafers for making ice milk sandwiches; sundae syrups; paper cups and plastic cups, paper spoons and plastic spoons, plastic trays., in Classes 7, 9, 11, 16, 21, 29, 30 and 32	Canada	TMA301856/April 12, 1985
SLUSH PUPPIES Frozen juice sticks, in Class 29	Canada	TMA222424/August 12, 1977
SLUSH PUPPIE Plus Design Machines for freezing, mixing and dispensing ice milk; ice milk, ice milk sundaes, ice milk mix, ice milk cones, ice milk shakes, cones for serving ice milk, ice milk sandwiches, cookies or wafers for making ice milk sandwiches; sundae syrups; paper cups and plastic cups, paper spoons and plastic spoons, plastic trays., in Classes 3, 9, 16, 21, 39	Canada	TMA226625/March 17, 1978
SLUSH PUPPIE Plus Design Syrups and preparations for making slush-type soft drinks, in Class 32	United States	2,263,290/July 20, 1999

CAFREEZO Cappuccino mix for a frozen beverage, in Class 30	United States	2,257,309/June 29, 1999
CAFREEZO Stylized Cappuccino mix for a frozen beverage, in Class 30	United States	2,324,987/February 29, 2000
FRUIT FRAZE Non-alcoholic cocktail mixes, in Class 32	United States	2,221,765/February 2, 1999
BACK BAR MAGIC Non-alcoholic cocktail mixes, in Class 32	United States	2,276,739/September 7, 1999
PACIFIC BAY Plus Design Non-alcoholic slush-type soft drinks and concentrates therefor, in Class 32	United States	2,203,122/November 10, 1998
BESTI ZESTI Plus Design Sauces and spices for cooking, in Class 30	United States	1,971,905/April 30, 1996
BESTI ZESTI Sauces and spices for cooking, in Class 30	United States	1,977,325/May 28, 1996
THE AMUSEMENT PARK LEMONADE Lemonade, in Class 32	United States	1,900,063/June 13, 1995
AS COOL AS IT GETS! Slush-type soft drinks for consumption on and off the premises, in Class 32	United States	1,724,087/October 13, 1992
SLUSH PUPPIE Non-alcoholic slush-type beverages, syrups and preparations for making such beverages, in Class 32	United States	1,665,188/November 19, 1991
THELMA'S OLD FASHIONED PINK LEMONADE Plus Design Lemonade, in Class 32	United States	1,669,663/December 24, 1991
THELMA'S OLD FASHIONED LEMONADE Plus Design Lemonade, in Class 32	United States	1,669,662/December 24, 1991
O.J. SQUEEZER ORANGE Plus Design Fruit juice concentrate used in the preparation of whipped juice drinks and whipped fruit juice,	United States	1,597,745/May 22, 1990

in Class 32		
VITA PUP Plus Design Vitamin enriched slush-type fruit drinks, in Class 32	United States	1,594,479/May 1, 1990
VITA PUP SC SLUSH PUPPIE Plus Design Vitamin enriched slush-type fruit drinks, in Class 32	United States	1,558,338/September 26, 1989
SLUSH PUPPY Plus Design Bubble gum and candy, in Class 30	United States	1,515,621/December 6, 1988
PAW PRINT Plus Design Bubble gum and candy, in Class 30	United States	1,511,957/November 8, 1988
O.J. SQUEEZER Stylized Fruit juice concentrate used in the preparation of making whipped juice drinks and whipped fruit juice, in Class 32	United States	1,297,931/September 25, 1984
FREEZE BEE Plus Design Combination freezer and dispensing machines for soft serve ice milk dairy products; soft serve dairy based ice milk and mixes for same; technical and business assistance in the establishment of distributors of soft serve dairy-based ice milk and mixes for same, combination freezer and dispenser machines for soft serve ice milk dairy products, and other materials incident thereto, in Classes 11, 30 and 35	United States	1,275,991/May 1, 1984
PAW PRINTS Plus Design Plastic and paper cups; slush-type beverages for consumption on or off the premises, in Classes 21 and 32	United States	1,185,830/January 12, 1982
PAW PRINTS Plus Design Company newsletter concerning company products and services, personnel and activities, directed to slush-type soft drink distributors and employees, in Class 16	United States	1,161,903/July 21, 1981
SLUSH PUPPIE S Plus Design	United	1,181,837/December 15,

Non-coin-operated machines for dispensing slush-type soft drinks for consumption on or off the premises, in Classes 7 and 32	States	1981
S SLUSH PUPPIE Plus Design Plastic and paper cups, in Class 21; bases and syrup for slush-type soft drinks, in Class 32; technical and business assistance in the establishment and operation of sales, service and supply distributors of machines for dispensing ice drinks, plastic or paper cups, neutral base for ice drinks, syrup flavoring for ice drinks and materials incident thereto, in Class 35	United States	1,126,200/October 23, 1979
SLUSH PUPPIE Plus Design Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (Except for land vehicles); agricultural implements; incubators for eggs, in Class 7; household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes, in Class 21; beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages, in Class 32	Community Trademarks	1231144 M/January 29, 1988
SLUSH PUPPIE Soft drinks and carbonated waters, in Class 32	U.S. State - Ohio	6,876/May 17, 1973
Miscellaneous Design Soft drinks and carbonated waters, in Class 32	U.S. State - Ohio	6,875/May 15, 1973
S SLUSH PUPPIE Plus Design Boissons non-alcoolique, sirops et autres preparations pour faire des boissons, in Class 32	France	1,320,638/August 21, 1985

FREEZE BEE Plus Design cafe, the, cacao, sucre, riz, tapioca, sagou, succedanes du cafe; farines et preparations faites de cereales, pain, biscuits, gateaux, patisserie et confiserie, glaces comestibles; miel, sirop de melasse; levure, poudre pour faire lever; sel, moutarde; poivre, vinaigre, sauces; epices, glace, in Class 30	France	1,197,112/March 10, 1982
S SLUSH PUPPIE Plus Design Afgiftetoestellen voor gekoelde en/of bevroren produkten, verkoopautomaten; munt-, penning-, papiergeld- of kaartjesautomaten, in Class 9; ijsbereidingsmachines; koel- en vriesmachines, in Class 11; bekers, kopjes, glazen, in Class 21; consumptie-ijs, alsmede preparaten voor de bereiding daarvan, in Class 30	Benelux	387,001/March 3, 1983
S SLUSH PUPPIE Plus Design Smaakstoffen voor siropen (vluchtige olien), in Class 3; alcoholvrije dranken, siropen en andere preparaten voor de bereiding van dranken, te weten gekoelde alcoholvrije dranken, alsmede neutrale bases voor de bereiding hiervan, in Class 32	Benelux	334,993/September 23, 1975
SLUSH In Class 32	Denmark	VR3030 1969/October 31, 1969
S SLUSH PUPPIE Plus Design klasse 21, herunder papir-, pap- eller plastickopper og -baegre, smaa husholdningsredskaber og beholdere, glasvarer, porcelaan og keramik, in Clas 21; klasse 32, herunder ikke-alkoholholdige drikke, saft og andre praeparater til fremstilling af drikkevarer, herunder frysetorrede ikke-alkoholholdige drikkevarer og saft til fremstilling af samme, in Class 32	Denmark	VR203 1983/January 21, 1983
FREEZE BEE Plus Design In Class 30	Switzerland	319823/March 10, 1982
S SLUSH PUPPIE Plus Design	Switzerland	315094/April 23, 1981

In Classes 6, 21 and 32		
SLUSH PUPPIE S Plus Design In Class 32	Austria	81143/October 30, 1975
SLUSH PUPPIE S Plus Design In Classes 7, 11, 21, 30 and 32	Monaco	R 18153/April 15, 1982
FREEZE BEE Plus Design In Classes 7, 11, 21, 30 and 32	Monaco	9193/April 15, 1982
S SLUSH PUPPIE Plus Design Alkoholfreie getranke; sirupe und andere preparate zur herstellung von alkoholfreien getranken, in Class 32	Germany	2002145/July 2, 1991
S SLUSH PUPPIE Plus Design Alkoholfreie getraenke; sirupe und andere praeparate zur herstellung von alkoholfreien getraenken, in Class 32	Germany	943646/April 22, 1976
SLUSH PUPPIE S Plus Design Bevande non alcooliche, sciroppi ed altri preparati per farebevande quali bevande non alcooliche ghiacciate, ed aromi per sciroppi e basi neutre per la loro produzione, in Class 32	Italy	719675/July 23, 1997
FREEZE BEE Plus Design Macchine per il congelamento, per la miscelazione e per la distribuzione di creme-gelato. Caffè, tè, cacao, zucchero, riso, tapioca, sago, surrogati del caffè; farine e preparati fatti di cereali, pane, biscotti, focacce, pasticceria e confetteria, gelati commestibili; miele, sciroppo di melassa; lievito, polvere per lievitare; sale, mostarda; pepe, aceto, salse; spezie; ghiaccio, in Classes 11 and 30	Italy	403466/February 14, 1986
SLUSH PUPPIE S Plus Design Bevande non alcooliche, sciroppi ed altri preparati per farebevande quali bevande non alcooliche ghiacciate, ed aromi per sciroppi e basi neutre per la loro produzione, in Class 32	Italy	323829/September 16, 1980

TRADEMARK APPLICATIONS OWNED BY SLUSH PUPPIE CORPORATION

MARK	COUNTRY	SER. NO. FILING DATE
S SLUSH PUPPIE and Design Textiles; duvet covers; towels; all included in class 24.	United Kingdom	1381705 24 April 1989
S SLUSH PUPPIE and Design Leather and imitation leather; articles made from the aforesaid materials; travelling bags; trunks; bags; all included in class 18; but not including any such goods for canidae.	United Kingdom	1381307 19 April 1989
S SLUSH PUPPIE and Design Bases and syrups for making slush-type beverages; in t&t international classes 30 and 32.	Canada	0897,767 November 23, 1998
DOWNLOAD THIS Slush type soft drinks for consumption on or off the premises; in class 32.	United States	76-151,053 October 20, 2000
DOWNLOAD THIS Syrups and preparations for making slush type soft drinks; in class 32.	United States	75-725,614 June 10, 1999
PAWG Plastic and paper cups; in international class 21; toys, namely non-metal milk bottle caps used to play games; in class 28.	United States	74-596,504 November 8, 1994
SLUSH PUPPIE and Design Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transission components (except for land vehicles); agricultural implements; incubators for eggs; in class 7; household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleanin purposes; steelwool; unworked or semi-worked glass (except glass used in building); glasseare porcelain and earthenware not included in other classes; in class 21; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and sruit juices; syrups and other preparations for making beverages;	Community Trademarks	476200 13 February 1997

TRADEMARK APPLICATIONS OWNED BY SLUSH PUPPIE CORPORATION

MARK	COUNTRY	SER. NO. FILING DATE
in class 32.		
FREEZE BEE y disenno (and Design) Pasteleria, helados, helados de crema, mezcla para hacer helados de crema, helados de crema en barquillo o galleta en forma de cono, batidos de helado de crema, helados de crema al corte (sandwiches), helados de crema con frutas, almibar o jarabe y nueces, barquillos o galletas en forma de cono para servir halados de crema, galletas o barquillos para hacer helados de crema al corte (sandwiches) y copetes de fruta, almibar o jarabe y nueces; in class 30.	Spain	997821 M 18 February 1982
S SLUSH PUPPIE y disenno (and Design) Copas de papel de plastico, cristaleria, porcelana y loza (no incluidos en otras clases); in class 21.	Spain	987662 29 October 1981