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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPT. OF COMMERCE
PATENT AND TRADEMARK OFFICE



Commissioner of Patents and Trademarks: Please record the attached original document

1. Name of conveying party(ies):

Hershey Chocolate & Confectionery Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State -
Delaware
- 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: October 15, 1999

2. Name and address of receiving party

11-13-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #25

Name: **Cadbury Beverages**

Internal Address: _____

Street Address: **6 High Ridge Park**

City: **Stamford** **CT** Zip: **06905-0800**

- 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)

B. Trademark registration No.(s) **1611447**

Additional numbers attached? Yes No

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

Name: Martha L. Cecil-Few, Esq.

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: 1

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

November 9, 2001

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: _____

OMB No. 0651-0011 (exp. 4/94)

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TRADEMARK
REEL: 002396 FRAME: 0974

TRADEMARK ASSIGNMENT



11-13-2001

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #26

THIS TRADEMARK ASSIGNMENT ("Assignment"), is n

October, 1999, ("Effective Date"), by HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION, a Delaware corporation, with its principal office at 5060 Ward Road, Wheat Ridge, CO 80033 ("Assignor") in favor of Cadbury Beverages Delaware, Inc., a Delaware corporation ("Assignee").

Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the trademark SOMETIMES YOU FEEL LIKE A NUT...SOMETIMES YOU DON'T... for "candy", including all of Assignor's right, title and interest in and to United States Trademark Registration No. 1,611,447, the entire goodwill associated therewith; common law and any and all other rights appertaining thereto; any and all modifications, variations or extensions thereof; and the trade dress heretofore used in connection with or heretofore relating to such trademark and/or the products heretofore bearing any such trademarks; and any modifications, variations or extensions of such trade dress (the "Mark").

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. 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. 1,611,447, Assignor hereby representing that it owns no other applications or registrations therefore 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 licensees, 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, licensees, or other legal representatives.

2. 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.

3. 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.

4. 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 the request and at the expense of Assignee, 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 said 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.

5. In exchange for the assignment of the Mark, Assignee agrees to immediately license the Mark back to Assignor and/or to Assignor's licensee Hershey Foods Corporation pursuant to the Peter Paul/York Domestic Trademark and Technology License Agreement dated August 25, 1988, between CBI Holdings, Inc. (formerly known as Cadbury Schweppes Inc.), as licensor and Hershey Foods Corporation, as licensee (as amended by: the Amendment dated February 1, 1990 to amend Schedule B to add the trademark and trade name rights transferred from York Candies to Cadbury Schweppes Inc.; the Amendment effective January 1, 1997, to amend Section 1.1(e) and to delete Schedule A; the Assignment of Agreement effective as of January 1, 1998, assigning the Peter Paul/York Domestic Trademark and Technology License Agreement from Hershey Foods Corporation to Homestead, Inc.; and the Amendment of Assignment of Agreement dated as of January 1, 1999; between Hershey Foods Corporation, Assignor and Assignee), and subject to the terms of the Amended and Restated Sublicense of Peter Paul/York Domestic Trademark and Technology License Agreement effective as of January 1, 1999 by and

between Assignor, Hershey Foods Corporation and Assignee.

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

7. 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, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned duly authorized officers effective as of the date and year first set forth above.

HERSHEY CHOCOLATE
& CONFECTIONERY CORPORATION

By: Martha L. Cecil-Few
Name: Martha L. Cecil-Few
Title: President
Date: October 15, 1999

CADBURY BEVERAGES DELAWARE, INC.

By: Charles W. Hunter
Name: Charles W. Hunter
Title: Vice President - Marketing
Date: 11-2-99