

01-11-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 1-7-02 Eagle Family Foods, Inc.

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Corrective recordation

Execution Date: September 18, 2001

2. Name and address of receiving party(ies) Name: Cadbury Beverages Delaware, Inc. Internal Suite 1300 Address:

Street Address: P.O. Box 8985 City: Wilmington State: Delaware Zip: 19899

- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/678,222 75/511,116 75/678,223 75/511,127 75/678,224 75/571,682

B. Trademark Registration No.(s) 526,163 549,097 605,910 641,099 656,534 2,360,940

Additional number(s) attached Yes No

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

Name: Elisabeth Stewart Bradley

Internal Address: C/O TMSU

Street Address: 1800 M Street, N.W.

City: Washington State: D.C. Zip: 20036-5869

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 13-4520

(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.

Gregory S. Shatan, Esq. Name of Person Signing

Signature

January 3, 2002 Date

Total number of pages including cover sheet, attachments, and document: 11

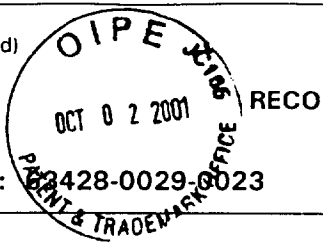
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/10/2002 JJALLAH2 00000047 75678222

01 FC:481 02 FC:482

40.00 DP 275.00 DP

TRADEMARK REEL: 002419 FRAME: 0740



10-09-2001



101867216

Attorney Docket No.: 428-0029-0023

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

10-2-01

1. Name of conveying party(ies):

Eagle Family Foods, Inc.

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

Cadbury Beverages Delaware, Inc.
6 High Ridge Park
Stamford, CT 06905

3. Nature of conveyance:

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

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: **Delaware**
- Other:

Execution Date: September 18, 2001

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

4. A. Application number(s):

75/678,222	75/511,116
75/678,223	75/511,127
75/678,224	75/571,682

B. Trademark Registration No.(s):

526,163	641,099
549,097	656,534
605,910	2,360,940

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

Adam R. Agensky, Esq.
C/O TMSU
1800 M Street, N.W.
Washington D.C. 20036-5869

Telephone: (212) 309-6982
Facsimile: (212) 309-6273
E-Mail: aagensky@morganlewis.com

6. Total number of applications and registrations involved: [12]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ **40.00**
11 x \$25.00 = \$ **275.00**
 Total \$ **315.00**

Authorized to be charged to deposit account

8. Deposit account number: **13-4520**

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.

Adam R Agensky, Esq.
Name of Person Signing

October 2, 2001
Date

Total number of pages including cover sheet, attachments and document: [7]

10/05/2001 6TON11 00000140 75678222

01 FC:481	40.00
02 FC:482	275.00

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated as of September __, 2001, by and between Eagle Family Foods, Inc. ("Assignor"), and Cadbury Beverages Delaware, Inc. ("Assignee") (Assignor and Assignee may collectively be referred to as the "Parties").

WHEREAS, Assignor is engaged, in part, in the business of developing, manufacturing, marketing, distributing and selling shelf-stable juice sold under the ReaLemon/ReaLime and related brand names (which businesses are hereinafter referred to as the "Business");

WHEREAS, Assignor, Eagle Family Foods Holdings, Inc., Assignee and Mott's Inc. ("Mott's") have entered into an Asset Purchase Agreement, dated as of August 13, 2001, (the "Purchase Agreement") relating to the purchase by Assignee and Mott's from Assignor of substantially all of the assets and certain liabilities of Assignor principally related to the Business (collectively, the "Assets");

WHEREAS, Assignor owns various trademarks and service marks used, or held for use, principally in connection with the Business, including, but not limited to, (a) those listed on the attached Schedule 1, (b) any registrations or pending applications for registration for the foregoing, whether in, or outside of, the United States, and (c) the goodwill appurtenant thereto (collectively, the "Marks"); and

WHEREAS, Assignor desires to transfer and assign all of its right, title and interest in and to the Marks to Assignee, and Assignee wishes to acquire all rights, title, and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Marks. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks shall be held and enjoyed by Assignee, its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative as of the date first written above.

EAGLE FAMILY FOODS, INC.

CADBURY BEVERAGES DELAWARE,
— INC.

By: *Jonathan F. Rich*
Name: JONATHAN F. RICH
Title: V.P.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative as of the date first written above.

EAGLE FAMILY FOODS, INC.

By: _____

Name: _____

Title: _____

CADBURY BEVERAGES DELAWARE,
INC.

By: David A. Geary

Name: _____

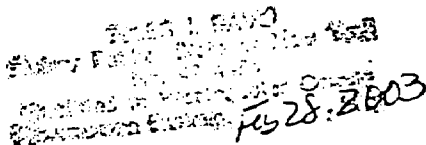
Title: _____

CITY OF TARRYTOWN

STATE OF NEW YORK

On this 18th day of September 2001, before me personally appeared Jonathan F. Rich, in his capacity as Vice President, of Eagle Family Foods, Inc., a corporation duly organized under the laws of the State of Delaware. Jonathan F. Rich is personally known to me or provided evidence thereof to be the individual described in and who executed the foregoing instrument on behalf of Eagle Family Foods, Inc., and he duly acknowledged to me that he executed the same for the purposes set forth therein.

Seal and Stamp:



Signature:
Name of Notary Public:
My Commission Expires:

[Handwritten Signature]
Jules J. Raro
2/28/03



SCHEDULE 1
TRADEMARKS/SERVICE MARKS

MARK	COUNTRY	REGISTRATION/ (Application) No.	REGISTRATION (Filing) Date
REALEMON	Algeria	43862	08/14/1991
REALEMON and Design	Argentina	1488684	11/30/1993
REALEMON	Austria	74088	04/02/1973
REALEMON	Bahrain	8200	10/31/1983
LEMONA	Benelux	566776	02/03/1995
REALEMON	Benelux	408267	04/01/1964
REALIME	Benelux	570013	02/23/1995
REALEMON	Bermuda	(27743)	(03/20/1996)
REALEMON	Cambodia (Kampuchea)	2398	01/01/1993
LEMON GROVE	Canada	307,765	10/25/1985
REALEMON	Canada	105,794	02/15/1957
REALEMON	Canada	361,885	11/03/1989
REALIME	Canada	199008	05/17/1974
REALEMON	Chile	407514	06/04/1993
REALIME	Chile	407513	06/04/1993
REALEMON	China	983399	04/14/1997
REALEMON	Colombia	162546	05/30/1994
REALEMON	Croatia	921867	07/25/1996
REALEMON	Cyprus	(48466)	(07/29/1997)
REALEMON	Denmark	976/92	02/21/1992
REALIME	Denmark	3118/95	05/19/1995
REALEMON	Estonia	14495	01/16/1995
REALEMON	Finland	64920	03/12/1976
REALEMON	France	1519881	03/17/1989
REALIME	France	95/559938	02/23/1995
REALEMON	Georgia	3323	09/24/1996
REALEMON	Germany	988516	07/31/1979
REALIME	Germany	1030477	03/09/1982
REALEMON	Greece	73099	10/14/1982
REALEMON	Guatemala	29025	02/25/1975
REALEMON	Guatemala	29027	02/25/1975
REALEM	Hungary	249722	11/18/1991
REALEMON	Hungary	139227	11/07/1994
REALEMON	India	(632812)	(07/04/1994)
REALEMON	Indonesia	322869	01/05/1995
REALEMON	Israel	35052	02/22/1972
REALEMON	Italy	719862	10/04/1985
REALIME	Italy	713134	06/13/1997
REALEMON	Japan	2058847	06/24/1988
REALEMON & Katakana	Japan	2220348	03/27/1990
REALEMON & Katakana	Japan	2603163	11/30/1993
REALIME	Japan	2356424	11/29/1991
REALIME (and Katakana)	Japan	3157940	05/31/1996
LEMON BURST	Jordan	23752	07/21/1986
REALEMON	Jordan	20808	06/11/1983
LEMON BURST	Kuwait	23687	01/25/1997
REALEMON	Laos	1838	04/05/1993
REALEMON	Latvia	33716	08/20/1996
LEMON BURST	Lebanon	48402	01/24/1986
REALEMON	Lebanon	(60081)	(03/05/1993)
REALEMON	Lithuania	22591	04/18/1996
REALEMON	Macedonia	(743/95)	(09/29/1995)
REALEMON	Mexico	397940	08/05/1991
REALIME	Mexico	504645	09/22/1995
REALEMON	Namibia	75/0559	10/21/1975
LEMONA	Norway	174452	06/20/1996
REALEMON	Norway	85863	09/01/1972
REALIME	Norway	174895	07/04/1996

MARK	COUNTRY	REGISTRATION/ (Application) No.	REGISTRATION (Filing) Date
REALEMON	Panama	19331	12/02/1974
REALEMON	Peru	70760	09/23/1987
REALIME	Peru	70761	09/23/1987
REALEMON	Philippines	57717	04/20/1994
REALEMON	Poland	69747	06/30/1993
REALEMON	Portugal	267097	11/20/1992
REALEMON (With Arabic Equivalent)	Qatar	3069	09/16/1982
REALEMON	Russian Federation	96947	06/24/1991
REALEMON	Saudi Arabia	55/28	01/26/1976
REALEMON	Slovak Republic	171486	07/20/1992
REALEMON	Slovenia	9370042	07/30/1998
REALEMON	South Africa	75/2742	02/28/1975
REALEMON	South Korea	320078	08/18/1995
REALEMON	Spain	1584762	01/07/1992
REALEMON	Sweden	151416	05/16/1975
REALIME	Sweden	309012	02/23/1996
BORDEN REALEMON	Switzerland	336111	12/12/1984
REALEMON	Switzerland	395123	09/22/1992
REALEMON	Syria*	14605	12/19/1983
REALEMON	Taiwan	413506	09/16/1988
REALEMON	Thailand	161134	12/13/1991
REALEMON	Ukraine	8693	08/28/1997
REALEMON	United Arab Emirates	3018	11/15/1995
REALEMON	United Kingdom	2027916	01/31/1997
Lemon Bottle Design	United States	549,097	10/02/1951
REALAPPLE	United States	(75/678,222)	(06/30/1998)
REALCHERRY	United States	(75/678,224)	(06/30/1998)
REALEMON	United States	(75/571,682)	(10/16/1998)
REALEMON	United States	641,099	02/05/1957
REALEMON	United States	605,910	05/10/1955
REALEMONADE	United States	(75/511,127)	(06/30/1998)
Realemonade Bottle Design	United States	2,360,940	06/20/2000
REALGRAPE	United States	(75/678,223)	(06/30/1998)
REALIME	United States	656,534	12/31/1957
REALIME	United States	526,163	06/06/1950
REALORANGE	United States	(75/511,116)	(06/30/1998)
REALEMON	Vietnam	8692	07/10/1993