

03-12-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

102389573

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

1. Name of conveying party(ies):

3-11-03

Warner-Lambert Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 12/09/2002

2. Name and address of receiving party(ies)

Name: Adams Confectionery Corp.

Internal Address: Attn: John Vehmeyer

Street Address: 5500 Forest Hill Road

City: Rockford State: IL Zip: 61105

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware incorporation 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) 76/390307, 76/166089, 75/902989, 78/130658

B. Trademark Registration No.(s) 821233, 1327291 1527230, 2638585, 113665, 2660071

Additional number(s) attached Yes No

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

Name: Michelle McMullen

Internal Address: Jones Day

Street Address: 2727 N. Harwood St.

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

75

7. Total fee (37 CFR 3.41) \$ 1,890.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michelle McMullen Name of Person Signing

Michelle McMullen Signature

03/05/2003 Date

19

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

03/11/2003 DBYRNE 00000245 76390307

01 FC:0521 40.00 DP 02 FC:0522 1850.00 DP

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

OFFICE OF PUBLIC RECORDS 03/11/2003 11:11:27 FINANCIAL SECTION

Continuation of Item 4 4. Application number(s) or registration number(s) A. Trademark Application No.(s)	B. Trademark Registration No.(s)
76/166090	2213491
76/168692	1794390
78/096493	520878
78/111987	522328
	227611
	2061886
	2574262
	261531
	1483741
	1064061
	1423105
	1889394
	1847432
	58998
	1354544
	611194
	228292
	48005
	1440100
	1848307
	1821567
	1824532
	2060034
	1652772
	842185
	555672
	2101869
	856135
	202869
	54463
	2520383
	972527
	1304423
	790074
	1949572
	2687170
	207397
	2243396
	2245645
	1243030
	1865359
	1250603
	2091692
	587092
	2550754
	1538880

Continuation of Item 4 4. Application number(s) or registration number(s) A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1949571 2123204 1277273 2120687 1251282 1802989 2042485 1819117 591356 2356031 2678284 2644031 2091583 2200039 1903724

ASSIGNMENT, ASSUMPTION AND BILL OF SALE

THIS ASSIGNMENT, ASSUMPTION AND BILL OF SALE (this "Assignment"), effective as of December 9, 2002, is by and between Warner-Lambert Company, a Delaware corporation ("Assignor") and Adams Confectionery Corp., a Delaware corporation and wholly owned subsidiary of Assignor ("Assignee").

RECITALS

A. On December 9, 2002, Assignor formed Assignee as a Delaware corporation by filing a certificate of incorporation with the Secretary of State of Delaware;

B. In connection with the formation of Assignee, Assignor has agreed to contribute to Assignee certain intellectual property, including the associated goodwill, set forth on Exhibit A (the "IP Assets") and certain real property and related assets and facilities set forth on Exhibit B (the "Illinois Assets" and collectively with the IP Assets, the "Assets") in exchange for shares of common stock of Assignee.

C. Assignor desires to assign to Assignee the Assets and Assignee desires to accept an assignment of the Assets.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Assets free and clear of any and all liens, security interests, encumbrances, claims, rights of another, rights of first refusal, covenants, conditions, reservations and any and all other restrictions, to have and to hold such Assets unto Assignee, its successors, legal representatives and assigns, forever. Assignor, on behalf of itself, its successors, legal representatives and assigns, does hereby warrant and agree to forever defend, all and singular, Assignor's title to the Assets, against every person whomsoever claiming or to claim the same or any part thereof.

2. Disclaimers. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE ASSETS OR THE SUITABILITY THEREOF FOR ANY PURPOSE. ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES OR REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE ASSETS. ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE ASSETS AND ACCEPTS SAME IN THEIR PRESENT CONDITION, "AS IS" AND "WITH ALL FAULTS."

3. **Assumption.** Assignee accepts the foregoing assignment and assumes and shall perform all liabilities and obligations of Assignor arising in connection with the Assets.

4. **Future Cooperation.** The parties shall cooperate at all times from and after the date hereof with respect to information requested by the other regarding any of the matters described in this Assignment, and each shall execute such further bills of sale, assignments, releases, indemnifications, assumptions, estoppel certificates, notifications, or such other documents or instruments and shall take all necessary action and perform such additional acts as may be reasonably requested and appropriate for the purpose of giving effect to this Assignment and the transactions contemplated herein.

5. **Survival of Representations.** The warranties, representations, covenants, and agreements of the parties contained in this Assignment shall survive the consummation of the transactions contemplated hereby.

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their legal and personal representatives, successors and assigns.

7. **Applicable Laws.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the application of the conflicts of laws principles thereof.

8. **Amendments.** No amendment, alteration, modification, or waiver of this Assignment, or any part hereof, shall be valid or effective unless in writing and signed by all the parties hereto.

9. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed and original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Assignment has been executed to be effective as of the date first above written.

WARNER-LAMBERT COMPANY

By: Al Weiner
Name: *Al Weiner*
Title: *Vice President*

ADAMS CONFECTIONERY CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment has been executed to be effective as of the date first above written.

WARNER-LAMBERT COMPANY

By: _____
Name:
Title:

ADAMS CONFECTIONERY CORP.

By: *Thomas R. O'Connell*
Name: *THOMAS R. O'CONNELL*
Title: *TREASURER*

IP Assets

All of the transferable United States intellectual property of the business presently conducted by Assignor as its Adams Division, including but not limited to:

<u>Docket No.</u>	<u>Application No.</u>	<u>App. Date</u>	<u>Patent No</u>	<u>Exp. Date</u>	<u>Operation</u>	<u>Agent</u>
015327	558652	06-Dec-83	4545989	08-Oct-02	Adams	DIRECT FILED
015381	471074	01-Mar-83	4472437	01-Mar-03	Adams	DIRECT FILED
015451	525774	23-Aug-83	4518615	23-Aug-03	Adams	DIRECT FILED
015537	644733	27-Aug-84	4590075	27-Aug-04	Adams	DIRECT FILED
015539	123442	20-Nov-87	4832962	23-May-06	Adams	DIRECT FILED
015559	644734	27-Aug-84	4581234	27-Aug-04	Adams	DIRECT FILED
015559	740141	31-May-85	4579738	27-Aug-04	Adams	DIRECT FILED
015559	740146	31-May-85	4587125	27-Aug-04	Adams	DIRECT FILED
015563	112656	22-Oct-87	4804548	21-Jun-05	Adams	DIRECT FILED
015563	112783	22-Oct-87	4828857	09-May-06	Adams	DIRECT FILED
015563	658101	05-Oct-84	4752485	21-Jun-05	Adams	DIRECT FILED
015563	224601	26-Jul-88	4929508	29-May-07	Adams	DIRECT FILED
015563	224594	26-Jul-88	4894233	16-Jan-07	Adams	DIRECT FILED
015563	224599	26-Jul-88	4933183	12-Jun-07	Adams	DIRECT FILED
015563	224602	26-Jul-88	4894234	16-Jan-07	Adams	DIRECT FILED
015563	224600	26-Jul-88	4935242	19-Jun-07	Adams	DIRECT FILED
015563	112656	22-Oct-87	4804548	21-Jun-05	Adams	DIRECT FILED
015563	06/701470	14-Feb-85	4797288	10-Jan-06	Adams	DIRECT FILED
015564	658099	05-Oct-84	4597970	05-Oct-04	Adams	DIRECT FILED
015650	859108	02-May-86	4765991	02-May-06	Adams	DIRECT FILED
015663	942560	16-Dec-86	4752481	16-Dec-06	Adams	DIRECT FILED
015673	67895	29-Jun-87	4740376	07-Jan-06	Adams	DIRECT FILED
015673	816769	07-Jan-86	4711784	07-Jan-06	Adams	DIRECT FILED
015673	67894	29-Jun-87	4929447	29-May-07	Adams	DIRECT FILED
015682	390497	01-Aug-89	4971787	08-Apr-03	Adams	DIRECT FILED
015685	846690	01-Apr-86	4721620	01-Apr-06	Adams	DIRECT FILED
015685	123449	20-Nov-87	4794003	01-Apr-06	Adams	DIRECT FILED
015743	905373	08-Sep-86	4683138	08-Sep-06	Adams	DIRECT FILED
015755	942134	16-Dec-86	4753790	16-Dec-06	Adams	DIRECT FILED
015758	270892	14-Nov-88	4931293	05-Jun-07	Adams	DIRECT FILED
015758	329742	28-Mar-89	4933190	12-Jun-07	Adams	OUTSIDE COUNSEL
015758	945743	23-Dec-86	4816265	23-Dec-06	Adams	DIRECT FILED
015758	452660	18-Dec-89	4981698	01-Jan-08	Adams	OUTSIDE COUNSEL
015758	503331	30-Mar-90	5004595	02-Apr-08	Adams	OUTSIDE COUNSEL
015758	488809	05-Mar-90	5057328	15-Oct-08	Adams	DIRECT FILED
015767	942133	16-Dec-86	4828845	16-Dec-06	Adams	DIRECT FILED
015771	292283	30-Dec-88	4915958	10-Apr-07	Adams	DIRECT FILED
015771	377494	07-Jul-89	4980177	25-Dec-07	Adams	DIRECT FILED
015771	376945	07-Jul-89	4980178	25-Dec-07	Adams	DIRECT FILED
015771	377800	07-Jul-89	5087460	11-Feb-09	Adams	DIRECT FILED
015771	451277	14-Dec-89	5023093	10-Oct-06	Adams	DIRECT FILED
015771	939918	10-Dec-86	4872884	10-Dec-06	Adams	DIRECT FILED
015832	72304	13-Jul-87	4822597	13-Jul-07	Adams	DIRECT FILED
015857	112314	22-Oct-87	4834986	22-Oct-07	Adams	DIRECT FILED

<u>Docket No.</u>	<u>Application No.</u>	<u>App. Date</u>	<u>Patent No</u>	<u>Exp. Date</u>	<u>Operation</u>	<u>Agent</u>
015859	130251	08-Dec-87	5125819	30-Jun-09	Adams	DIRECT FILED
015859	423319	18-Oct-89	4975288	08-Dec-07	Adams	DIRECT FILED
015864	140014	31-Dec-87	4882161	31-Dec-07	Adams	DIRECT FILED
015869	336678	12-Apr-89	4961935	23-Dec-07	Adams	DIRECT FILED
015885	139998	31-Dec-87	4933188	31-Dec-07	Adams	DIRECT FILED
015894	393422	14-Aug-89	4997654	14-Aug-09	Adams	DIRECT FILED
015940	253793	04-Oct-88	4949630	04-Oct-08	Adams	DIRECT FILED
015940	535077	08-Jun-90	5035905	04-Oct-08	Adams	DIRECT FILED
015941	523085	14-May-90	5054220	02-Dec-08	Adams	DIRECT FILED
015948	265370	28-Oct-88	4938128	28-Oct-08	Adams	DIRECT FILED
015948	543619	22-Jun-90	5002791	28-Oct-08	Adams	DIRECT FILED
015949	288512	22-Dec-88	4971797	22-Dec-08	Adams	DIRECT FILED
015950	264248	28-Oct-88	4959225	28-Oct-08	Adams	DIRECT FILED
015967	291704	29-Dec-88	4933189	29-Dec-08	Adams	DIRECT FILED
015967	490871	09-Mar-90	5110608	12-Jun-07	Adams	DIRECT FILED
015968	291708	29-Dec-88	4900563	29-Dec-08	Adams	DIRECT FILED
015986	474970	02-Feb-90	5029712	02-Feb-10	Adams	DIRECT FILED
015986	724046	01-Jul-91	5125211	02-Feb-10	Adams	DIRECT FILED
016008	418597	10-Oct-89	5059441	10-Oct-09	Adams	OUTSIDE COUNSEL
016009	381218	17-Jul-89	5009893	17-Jul-09	Adams	DIRECT FILED
016014	07/398800	25-Aug-89	5094862	25-Aug-09	Adams	DIRECT FILED
016047	432465	07-Nov-89	5030459	07-Nov-09	Adams	DIRECT FILED
016050	07/433873	09-Nov-89	5021249	09-Nov-09	Adams	DIRECT FILED
016051	630096	19-Dec-90	5082671	27-Oct-09	Adams	OUTSIDE COUNSEL
016051	427663	27-Oct-89	5059429	27-Oct-09	Adams	OUTSIDE COUNSEL
016051	630106	19-Dec-90	5236720	17-Aug-10	Adams	OUTSIDE COUNSEL
016053	482479	21-Feb-90	5000965	21-Feb-10	Adams	DIRECT FILED
016131	485685	18-Apr-83	4490395	18-Apr-03	Adams	DIRECT FILED
016141	494215	13-May-83	4513012	13-May-03	Adams	DIRECT FILED
016164	683406	10-Apr-91	5135760	10-Apr-11	Adams	OUTSIDE COUNSEL
016165	589226	26-Sep-90	5045325	26-Sep-10	Adams	OUTSIDE COUNSEL
016179	523616	15-May-90	5080910	15-May-10	Adams	OUTSIDE COUNSEL
016199	570928	21-Aug-90	5061496	21-Aug-10	Adams	DIRECT FILED
016212	606230	31-Oct-90	5064658	31-Oct-10	Adams	DIRECT FILED
016234	645366	24-Jan-91	5126151	24-Jan-11	Adams	DIRECT FILED
016310	679865	03-Apr-91	5108763	03-Apr-11	Adams	OUTSIDE COUNSEL
016315	07/911601	10-Jul-92	5679389	21-Oct-14	Adams	DIRECT FILED
016450	08/013595	04-Feb-93	5366740	04-Feb-13	Adams	OUTSIDE COUNSEL
016469	08/181685	14-Jan-94	5458894	14-Jan-14	Adams	DIRECT FILED
016516	08/339437	14-Nov-94	5472733	14-Nov-14	Adams	DIRECT FILED
016518	08/241219	10-May-94	5554410	10-May-14	Adams	DIRECT FILED
016576	08/132063	04-Oct-93	5437879	04-Oct-13	Adams	DIRECT FILED
016730	08/325722	07-Oct-94	5650232	07-Oct-14	Adams	DIRECT FILED
016785	08/321499	12-Oct-94	5498429	12-Oct-14	Adams	DIRECT FILED
016788	08/438824	11-May-95	5698181	16-Dec-14	Adams	DIRECT FILED
016789	08/806969	26-Feb-97	5958472	26-Feb-17	Adams	DIRECT FILED
016838	08/365650	29-Dec-94	5601858	29-Dec-14	Adams	DIRECT FILED
016850	08/412672	29-Mar-95	5595757	29-Mar-15	Adams	DIRECT FILED
016850	08/828457	28-Mar-97	5888538	29-Mar-15	Adams	DIRECT FILED

<u>Docket No.</u>	<u>Application No.</u>	<u>App. Date</u>	<u>Patent No</u>	<u>Exp. Date</u>	<u>Operation</u>	<u>Agent</u>
016850	08/686649	24-Jul-96	5795590	29-Mar-15	Adams	DIRECT FILED
016850	08/828448	28-Mar-97	6238690	29-Mar-15	Adams	DIRECT FILED
016931	08/936570	24-Sep-97	5882702	24-Sep-17	Adams	DIRECT FILED
017030	08/767396	16-Dec-96	5879728	16-Dec-16	Adams	DIRECT FILED
017074	08/725405	03-Oct-96	5789002	03-Oct-16	Adams	OUTSIDE COUNSEL
017075	08/725359	03-Oct-96	5837302	03-Oct-16	Adams	OUTSIDE COUNSEL
017075	09/185787	04-Nov-98	6168306	03-Oct-16	Adams	OUTSIDE COUNSEL
017076	08/725406	03-Oct-96	5853243	03-Oct-16	Adams	OUTSIDE COUNSEL
017076	09/173999	16-Oct-98	6056429	03-Oct-16	Adams	OUTSIDE COUNSEL
017077	09/075498	08-May-98	6375448	03-Oct-16	Adams	OUTSIDE COUNSEL
017077	08/725408	03-Oct-96	5756133	03-Oct-16	Adams	OUTSIDE COUNSEL
017078	08/725360	03-Oct-96	5792495	03-Oct-16	Adams	OUTSIDE COUNSEL
017078	09/089121	02-Jun-98	5944266	03-Oct-16	Adams	OUTSIDE COUNSEL
017113	29/056772	09-Jul-96	D459217	25-Jun-16	Adams	OUTSIDE COUNSEL
017114	29/056217	25-Jun-96	DES397033	18-Aug-12	Adams	DIRECT FILED
017115	29/056205	25-Jun-96	DES406760	16-Mar-13	Adams	DIRECT FILED
017137	09/155824	13-May-97	6447821	30-May-16	Adams	DIRECT FILED
017164	09/425507	22-Oct-99	6254373	31-Dec-16	Adams	OUTSIDE COUNSEL
017164	08/774571	31-Dec-96	5971739	31-Dec-16	Adams	OUTSIDE COUNSEL
017164	09/306920	07-May-99	6214389	31-Dec-16	Adams	OUTSIDE COUNSEL
017251	08/904999	01-Aug-97	5988410	01-Aug-17	Adams	DIRECT FILED
017253	09/512502	24-Feb-00	6284291	24-Feb-20	Adams	OUTSIDE COUNSEL
017260	09/671521	27-Sep-00	6361298	08-May-18	Adams	DIRECT FILED
017260	09/074888	08-May-98	6174466	08-May-18	Adams	DIRECT FILED
017261	09/126480	30-Jul-98	6242019	30-Jul-18	Adams	DIRECT FILED
017482	09/374935	16-Aug-99	6365203	16-Aug-19	Adams	OUTSIDE COUNSEL
017540	09/363899	30-Jul-99	6230931	30-Jul-19	Adams	DIRECT FILED
017905	09/428321	28-Oct-99	6354470	28-Oct-19	Adams	OUTSIDE COUNSEL
017925	09/741523	20-Dec-00	6471945	20-Dec-20	Adams	OUTSIDE COUNSEL
017925	09/947876	06-Sep-01	6485739	10-Dec-20	Adams	OUTSIDE COUNSEL
017963	09/645287	24-Aug-00	6280780	24-Aug-20	Adams	OUTSIDE COUNSEL
018172	29/123626	22-May-00	D451799	11-Dec-15	Adams	DIRECT FILED
018190	09/656820	07-Sep-00	6472001	07-Sep-20	Adams	OUTSIDE COUNSEL
016566	08/761458	06-Dec-96	5912007	06-Dec-16	Halls	DIRECT FILED

<u>Docket Number</u>	<u>Application No.</u>	<u>App. Date</u>	<u>Patent No.</u>	<u>Operation</u>	<u>Agent</u>
016789	09/250834	16-Feb-99	Pending	Adams	DIRECT FILED
017075	09/624729	25-Jul-00	Pending	Adams	OUTSIDE COUNSEL
017117	09/092696	05-Jun-98	Pending	Adams	DIRECT FILED
017177	09/365641	02-Aug-99	Pending	Adams	DIRECT FILED
017178	09/131771	11-Aug-98	Pending	Adams	DIRECT FILED
017261	09/784980	16-Feb-01	Pending	Adams	DIRECT FILED
017274	09/001158	30-Dec-97	Pending	Adams	OUTSIDE COUNSEL
017274	09/586137	02-Jun-00	Pending	Adams	OUTSIDE COUNSEL
017432	10/022047	17-Dec-01	Pending	Adams	DIRECT FILED
017432	09/489241	21-Jan-00	Pending	Adams	DIRECT FILED
017482	10/011904	04-Dec-01	Pending	Adams	OUTSIDE COUNSEL
017482	10/091615	06-Mar-02	Pending	Adams	DIRECT FILED
017482	10/011654	04-Dec-01	Pending	Adams	OUTSIDE COUNSEL
017925	10/058448	28-Jan-02	Pending	Adams	OUTSIDE COUNSEL
017925	10/256912	27-Sep-02	Pending	Adams	OUTSIDE COUNSEL
017930	10/047606	16-Jan-02	Pending	Adams	OUTSIDE COUNSEL
017940	10/047967	16-Jan-02	Pending	Adams	OUTSIDE COUNSEL
017955	09/783257	14-Feb-01	Pending	Adams	OUTSIDE COUNSEL
018007	09/803857	12-Mar-01	Pending	Adams	OUTSIDE COUNSEL
018116	09/869576	01-Mar-01	Pending	Adams	DIRECT FILED
018278	09/965153	27-Sep-01	Pending	Adams	OUTSIDE COUNSEL
018129	09/857987	6-Dec-99	Pending	Adams	DIRECT FILED

 Trademarks in United States
 Owned by WARNER-LAMBERT COMPANY

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ACTION	73/237407	26JA1966	821233	27DE1966
ACTIZOL	470048	13MR1984	1327291	26MR1985
ADAMS	76/390307	03AP2002	PENDING IN USE	
ADAMS CLOVE & DESIGN	73/732919	06JE1988	1527230	28FE1989
ADAMS LOGO	76/211804	16FE2001	2638585	22OC2002
ADAMS'	92287	03JL1916	113665	31OC1916
ARCTIC CHILL	75/901329	24JA2000	2660071	10DE2002
AUTUMN BERRY	75/344455	21AU1997	2213491	22DE1998
BE CERTAIN WITH CERTS	74/275824	15MY1992	1794390	21SE1993
BEEMAN'S	71/565156	15SE1948	520878	07FE1950
BLACK JACK	565157	15SE1948	522328	14MR1950
BLACK JACK WRAPPER	238887	20OC1926	227611	10MY1927
BLUE BLOWOUT	74/620731	11JA1995	2061886	13MY1997
BODY SMARTS	75/841022	04NO1999	2574262	28MY2002
BREATHLETS LABEL	280863	16MR1929	261531	17SE1929
BRUSH YOUR BREATH	76/166089	15NO2000	PENDING ITU	
BUBBALOO	678966	17AU1987	1483741	05AP1988
BUBBLICIOUS	73/102154	04OC1976	1064061	19AP1977
BUBBLICIOUS	75/902989	24JA2000	PENDING ITU	
C DESIGN FOR A C-TYPE CARTON	73/559839	13SE1985	1423105	30DE1986

 Trademarks in United States
 Owned by WARNER-LAMBERT COMPANY

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	
C-TYPE CARTON WITH CHICLETS		74/340525	16DE1992	1847432	26JL1994
CALIFORNIA FRUIT	8150	15JE1905	58998	25DE1906	
CANDILICIOUS	519373	24JA1985	1354544	13AU1985	
CERTS	675244	22OC1954	611194	23AU1955	
CHICCOS	232308	27MY1926	228292	31MY1927	
CHICLETS	9340	28JE1905	48005	05DE1905	
CHICLETS ADAMS STYLIZED C AND DESIGN		611675	28JL1986	1440100	19MY1987
CHICLETS STYLIZED	74/340516	16DE1992	1848307	02AU1994	
CHICLETS TINY SIZE	74/388349	05MY1993	1821567	15FE1994	
CHICLETS TINY SIZE (DESIGN)	74/388348	05MY1993	1824532	01MR1994	
CHICLEYEDOSCOPE	75/018106	09NO1995	2060034	06MY1997	
CINN*A*BURST	74/010186	12DE1989	1652772	30JL1991	
CLORETS	262077	06JA1967	842185	09JA1968	
CLORETS	71608149	28DE1950	555672	04MR1952	
COOL MINT DROPS	74/657061	06AP1995	2101869	30SE1997	
COOL RUSH	78/130658	23MY2002		PENDING ITU	
COOLMINT	287327	20DE1967	856135	03SE1968	
COOLS YOUR BREATH TWICE	76/166090	15NO2000		PENDING ITU	
DENTYNE	210946	13MR1925	202869	08SE1925	

 Trademarks in United States
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Trademark	App. No.	App. Date	Reg. No.	Reg. Date
DENTYNE FIRE	76/168692	20NO2000		PENDING ITU
DENTYNE ICE	75/113575	04JE1996	2520383	18DE2001
DENTYNE ICE	78/096493	04DE2001		PENDING ITU
FRESHEN-UP	72/451174	12MR1973	972527	06NO1973
FRESHMINT	387678	22SE1983	1304423	06NO1984
GEMINI	192186	28AP1964	790074	25MY1965
HARVEST CHERRY	74/507244	31MR1994	1949572	16JA1996
ISLAND SQUEEZE	76/156186	30OC2000		PENDING IN USE
JUMBO	220058	10SE1925	207397	29DE1925
KICKIN' COLA	75/267335	31MR1997	2243396	04MY1999
LIGHTNING LEMONADE	75/390976	17NO1997	2245645	18MY1999
MINT REFRAINS	361658	26AP1982	1243030	21JE1983
MINT*A*BURST	74/183780	10JL1991	1865359	29NO1994
NOURISHMINTS	348382	02FE1982	1250603	06SE1983
RADICAL RED	74/620726	11JA1995	2091692	26AU1997
RETSYN	71/648582	11JE1953	587092	16MR1954
SAVAGE SOUR APPLE	75/868312	09DE1999	2550754	19MR2002
SMILE BRIGHTER	78/111987	01MR2002		PENDING ITU
SOOTHERS	73/751733	12SE1988	1538880	16MY1989
SOOTHERS	74/507243	31MR1994	1949571	16JA1996

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Trademark	App. No.	App. Date	Reg. No.	Reg. Date
STICKLETS	402544	12NO1982	1277273	08MY1984
STRAWBERRY BREEZE	74/534249	07JE1994	2120687	16DE1997
TEMPTERS	361518	26AP1982	1251282	13SE1983
THE ORIGINAL CANDY COATED GUM	74/325817	26OC1992	1802989	02NO1993
THE REAL JUICE GUM	74/701510	22JE1995	2042485	04MR1997
THE ULTIMATE BUBBLE	74/327199	10OC1992	1819117	01FE1994
TRIDENT	71/653425	21SE1953	591356	15JE1954
TRIDENT ADVANTAGE	75/491360	27MY1998	2356031	06JE2000
TRIDENT FOR KIDS	78/116469	21MR2002	PENDING IN USE	
TRIDENT WHITE	76/168690	20NO2000	2644031	29OC2002
TURNS FOOD BREATH INTO FRESH BREATH	74/512268	13AP1994	2091583	26AU1997
TWISTED TORNADO	74/620730	11JA1995	2200039	27OC1998
WATERMELON WAVE	74/448763	18OC1993	1903724	04JL1995

Illinois Assets

1. The Rockford Plant located at 5500 Forest Hills Road, Rockford, Illinois (the "Facility").
2. To the extent assignable, (a) all easements, rights of way, leases, subleases and other rights, privileges, benefits and powers with respect to the use and occupation of the real property described above, (b) all licenses, contracts, equipment leases, joint venture agreements, transportation agreements and other contracts, agreements and rights that are owned or held by Assignor or to which Assignor is a party, and are appurtenant to or relate to the real property described above and any related facilities and operations.
3. All of the real, personal and mixed property and facilities located in, on or adjacent to the Facility or used principally in the operation thereof that is owned by Assignor, in whole or in part, including, but not limited to inventory, including inventory related to the Elk Grove Distribution Facility located at 1350 Estes Ave., Elk Grove, Illinois, products in storage, compressors, pumps, motors, valves, meters, fixtures, machinery and other equipment, and communications systems related to the Facility.
4. To the extent assignable, all governmental permits, licenses and authorizations, as well as any applications for same, related to the Facility or the use or operation thereof.
5. All of Assignor's files, records and data relating to the items described in 1, 2, 3, and 4 above, including, but not limited to, surveys, maps and drawings, contracts, correspondence, title information, construction documents and all related matters, except (a) to the extent the transfer, delivery, or copying of such records may be restricted by contract with a third party; (b) all documents and instruments of Assignor that may be protected by the attorney-client privilege; (c) all accounting and tax files, books, records, tax returns and tax work papers related to such items; and (d) any of Assignor's proprietary records (collectively, the "Records").