

06-05-2003

EET

Docket No.:

48369.0001



-Y

102464938

Tab settings

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

1. Name of conveying party(ies):  
**Parke Davis & Co. Limited** 2003 JUN -2 PM 2: 50  
**FINANCE SECTION**  
**6.2.03**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Jersey, Channel Islands Company

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):  
Name: Cabury Ireland Ltd.  
Internal Address: \_\_\_\_\_  
Street Address: Malahide Road, Coolock  
City: Dublin, Ireland State: \_\_\_\_\_ ZIP: 5

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other an Ireland company

If assignee is not domiciled in the United States, a domestic designation is                       Yes     N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes     N

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: March 30, 2003

4. Application number(s) or registration numbers(s):  
A. Trademark Application No.(s)  
Additional numbers                       Yes     No

B. Trademark Registration No.(s)  
see attached

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Daniel Chung, Esq.  
Internal Address: Cadbury Schweppes  
Street Address: 6 High Ridge Park  
City: Stamford State: CT ZIP: 06905

6. Total number of applications and registrations involved:..... **17**

7. Total fee (37 CFR 3.41):.....\$ \$440.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

06/04/2003 6TON11 00000078 78087330  
01 FC:8521 40.00 OP  
02 FC:8522 400.00 OP

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.*

Carrie Webb Olson                      Carrie Webb Olson                      June 2, 2003  
Name of Person Signing                      Signature                      Date

Parke Davis & Co. Limited to Cadbury Ireland Ltd.

<u>Application No.</u>	<u>Mark</u>	<u>Application Date</u>
78/087,330	COOL BERRY	10/08/2001

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
274,476	MENTHO-LYPTUS	08/26/1930
762,199	HALLS	12/31/1963
762,630	HALLS MENTHO-LYPTUS	01/07/1964
763,635	HALLS	01/21/1964
935,934	HALLS MENTHO-LYPTUS	06/20/1972
1,023,600	HALLS	10/28/1975
1,691,147	HALLS-PLUS	06/09/1992
1,846,446	VAPOR ACTION	07/26/1994
1,912,183	VAPOR ACTION Design	08/15/1995
2,306,393	ZINC DEFENSE	01/04/2000
2,363,811	VAPOR ACTION MNEMONIC	07/04/2000
2,406,946	HALLS FRONT WRAPPER (Miscellaneous Design)	11/21/2000
2,583,059	GET HALLS AND GET GOING!	06/18/2002
2,637,102	FRUIT BREEZERS	10/15/2002
2,637,103	HALLS FRUIT BREEZERS	10/15/2002
2,644,680	TROPICAL CHILL	10/29/2002

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UNITED STATES

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 30<sup>th</sup> day of *March*, 2003, is made and entered into by and between Parke Davis & Co. Limited, a Jersey, Channel Islands company ("Assignor"), and Cadbury Ireland Ltd., an Ireland company ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and trademark applications set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Pfizer and Purchaser entered into that certain Stock and Asset Purchase Agreement dated as of December 16, 2002 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase the Purchased Assets from the Asset Selling Corporations, including all of Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.


2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

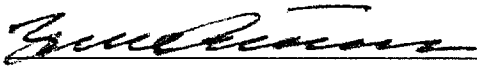
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

PARKE DAVIS & CO. LIMITED

By:   
Name: **Sally Park**  
Title: **Attorney-in-Fact**

CADBURY IRELAND LTD.

By:   
Name:  
Title: **BRUCE N. FUTTERER**  
**ATTORNEY IN FACT**

# SCHEDULE A

United States

Parke Davis & Co. Limited/Cadbury Ireland Ltd.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date
COOL BERRY	78/087,330	08OC2001	N/A	N/A	N/A
FRUIT BREEZERS	76/256,875	14MY2001	2,637,102	15OC2002	15OC2012
GET HALLS AND GET GOING!	75/849,758	16NO1999	2,583,059	18JE2002	18JE2012
HALLS	72/159,160	14DE1962	763,635	21JA1964	21JA2004
HALLS	72/160,116	03JA1963	762,199	31DE1963	31DE2003
HALLS	73/032,045	16SE1974	1,023,600	28OC1975	28OC2005
HALLS FRONT WRAPPER (MISCELLANEOUS DESIGN)	75/547,312	03SE1998	2,406,946	21NO2000	21NO2010
HALLS FRUIT BREEZERS	76/256,880	14MY2001	2,637,103	15OC2002	15OC2012
HALLS MENTHO-LYPTUS	72/165,131	21MR1963	762,630	07JA1964	07JA2004
HALLS MENTHO-LYPTUS	72/387,294	24MR1971	935,934	20JE1972	06SE2012
HALLS-PLUS	74/161,390	26AP1991	1,691,147	09JE1992	23AU2002
MENTHO-LYPTUS	71/291,388	22OC1929	274,476	26AU1930	22NO2010
TROPICAL CHILL	78/087,331	08OC2001	2,644,680	29OC2002	29OC2012
VAPOR ACTION	73/616,897	26AU1986	1,846,446	26JL1994	26JL2004
VAPOR ACTION DESIGN	74/376,194	02AP1993	1,912,183	15AU1995	15AU2005
VAPOR ACTION MNEMONIC	75/547,854	03SE1998	2,363,811	04JL2000	04JL2010
ZINC DEFENSE	75/271,612	09AP1997	2,306,393	04JA2000	04JA2010

NYDOCS04/370427.1

RECORDED: 06/02/2003

TRADEMARK  
REEL: 002746 FRAME: 0682