

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hershey Chocolate & Confectionery Corporation		07/16/2003	CORPORATION: DELAWARE
Hershey Foods Corporation		07/16/2003	CORPORATION: DELAWARE
Hershey Canada, Inc.		07/16/2003	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Farley's & Sathers Candy Company, Inc.
Street Address:	One Sather Plaza
City:	Round Lake
State/Country:	MINNESOTA
Postal Code:	56167
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1300843	
Registration Number:	1031639	
Registration Number:	1840725	
Registration Number:	1184034	FRUIT STRIPE
Registration Number:	2338757	FRUIT STRIPE PHOTO SAFARI
Registration Number:	1843096	
Registration Number:	1029501	FRUIT STRIPE ASSORTED GUM
Registration Number:	504862	SUPER BUBBLE
Registration Number:	882574	SUPER BUBBLE
Registration Number:	1242236	COLOR.BUBBLES
Registration Number:	2399062	COLOR.BUBBLES
Registration Number:	968775	RAIN-BLO
Registration Number:	1697059	EYES OF TERROR

OP \$415.00 1300843

Registration Number:	1541777	JUM-BLO
Registration Number:	786497	HOT DOG!
Registration Number:	1423093	EGGUMS

CORRESPONDENCE DATA

Fax Number: (305)377-8695
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 305-347-5290
Email: mail@barthet.com
Correspondent Name: Alexander E. Barthet
Address Line 1: 200 S. Biscayne Blvd.
Address Line 2: Suite 1800
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	FARLEYS FRUIT STRIPE ASSI
NAME OF SUBMITTER:	Alexander E. Barthet, Esq.

Total Attachments: 12
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GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS, made, executed and delivered as of September 26, 2003 ("Global Assignment of Intellectual Property Rights") by and among Hershey Foods Corporation, a Delaware corporation ("HFC"), Hershey Chocolate & Confectionery Corporation, a Delaware corporation and a wholly-owned subsidiary of HFC ("HCCC"), and Hershey Canada Inc., a Canadian corporation and a wholly owned subsidiary of HFC ("HCI") and, jointly and severally with HCCC and HFC, "Seller") and Farley's & Sathers Candy Company, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of July 16, 2003, as amended on the date hereof, by and among Seller and Purchaser (the "Agreement"), pursuant to which Seller agreed, among other things, to sell, convey, assign, transfer and deliver, and Purchaser agreed to purchase, among other things, the Transferred Intellectual Property (such term and all other capitalized terms used but not defined herein having the same meanings ascribed to such terms in the Agreement), all as more fully described in the Agreement; and

WHEREAS, Seller wishes to transfer to Purchaser all of Seller's rights in and to the Transferred Intellectual Property and Purchaser wishes to acquire the Transferred Intellectual Property;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, Seller hereby sells, conveys, assigns, transfers and delivers unto Purchaser and its successors and assigns, any and all of Seller's worldwide right, title and interest in, to and under the Transferred Intellectual Property, including all rights of recovery for future infringement thereof, together with the goodwill of the business, if any, connected with the Transferred Intellectual Property.

Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to record Purchaser as sole owner of the entire right, title and interest in and to (i) the Registered Trademarks identified in Schedule A and (ii) the Assigned Patents identified in Schedule B, in each case for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

This Global Assignment of Intellectual Property Rights is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Purchaser thereunder.

This Global Assignment of Intellectual Property Rights may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SEP-25-2003 THU 03:44 PM

FAX NO. 7175347548

P. 07

IN WITNESS WHEREOF, this Global Assignment of Intellectual Property Rights has been duly executed and delivered on behalf of the parties as of the date first above written.

HERSHEY FOODS CORPORATION

By:

Burt H. Snyder
Name: Burton H. Snyder
Title: Senior Vice President

HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

By:

Bonnie S. Martin
Name: Bonnie S. Martin
Title: Assistant Secretary

HERSHEY CANADA INC.

By:

Bonnie S. Martin
Name: Bonnie S. Martin
Title: Assistant Secretary

FARLEY'S & SATHERS CANDY COMPANY, INC.

By:

Name:
Title:

IN WITNESS WHEREOF, this Global Assignment of Intellectual Property Rights has been duly executed and delivered on behalf of the parties as of the date first above written.

HERSHEY FOODS CORPORATION

By: _____
Name:
Title:


HERSHEY CHOCOLATE & CONFECTIONERY CORPORATION

By: _____
Name:
Title:

HERSHEY CANADA INC.

By: _____
Name:
Title:

FARLEY'S & SATHERS CANDY COMPANY, INC.

By: 
Name: Donald C. Stanners
Title: CFO

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FAX NO. 7175347649

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COMMONWEALTH OF PENNSYLVANIA)

ss:-

COUNTY OF DAUPHIN)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and Commonwealth, on this day personally appeared Burton H. Snyder, the Senior Vice President of Hershey Foods Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that he executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of September, 2003.

Florence I. Burtis
Name:
Notary Public

NOTARIAL SEAL
Florence I. Burtis, Notary Public
Derry Township, Dauphin County
My Commission Expires Apr 22, 2004

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FAX NO. 7175347549

P. 09

COMMONWEALTH OF PENNSYLVANIA)

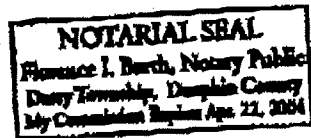
COUNTY OF DAUPHIN)

ss.:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and Commonwealth, on this day personally appeared Bonnie S. Martin, the Assistant Secretary of Hershey Chocolate & Confectionery Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that she executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of September, 2003.

Flourance I. Borch
Name:
Notary Public



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FAX NO. 7175347549

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COMMONWEALTH OF PENNSYLVANIA

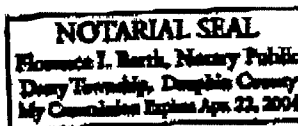
COUNTY OF DAUPHIN

ss.:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and Commonwealth, on this day personally appeared Bonnie S. Martin, the Assistant Secretary of Herabey Canada Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that she executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of September, 2003.

Francis J. Bark
Name:
Notary Public



NY12328:180512.5
DC63248.2

STATE OF)
New York)
COUNTY OF)
New York)

ss.:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Donald Spanner, the CEO of Farley's & Sathers Candy Company, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that he executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of September 2003.

Eileen A. Krakauer
Name:
Notary Public

EILEEN A. KRAKAUER
Notary Public, State Of New York
No. 01KR4637224
Qualified In Queens County
Commission Expires April 30, 2008

Schedule A

Registered Trademarks

SUPER BUBBLE FRANCHISE

Registered Marks

Country	Trademark	Reg. No.
Bolivia	SUPER BUBBLE	62573-C
Brazil	SUPER BUBBLE (Stylized)	818778474
Canada	SUPER BUBBLE	249042
Dominican Republic	SUPER BUBBLE	811173
Ecuador	SUPER BUBBLE	2025-99
Guatemala	SUPER BUBBLE	115131
Haiti	SUPER BUBBLE	112/108
Panama	SUPER BUBBLE	76889
Peru	SUPER BUBBLE	034014
Trinidad and Tobago	SUPER BUBBLE	B25129
U.S.	SUPER BUBBLE (Stylized)	504862
U.S.	SUPER BUBBLE	882574
Uruguay	SUPER BUBBLE	285345

Applications to Register

Country	Trademark	App. No.
Honduras	SUPER BUBBLE	3136/96
Mexico	SUPER BUBBLE	575893
Venezuela	SUPER BUBBLE	17.575-95

Common Law

Country	Trademark	Status
U.S.	THE GREAT AMERICAN BUBBLE	Unregistered

Domain

Domain Name	Reg. Date	Exp. Date
SUPERBUBBLE.COM	06-Sep-2001	06-Sep-2004

RAIN-BLO FRANCHISE

Registered Marks

Country	Trademark	Reg. No.
Argentina	RAIN BLO	1584482
Bolivia	RAIN BLO	62572-C
Brazil	RAIN-BLO and Design	818763965
Canada	RAIN-BLO	196385
Canada	RAD PACK	536097
Canada	RAD PACK and Design	536096
Canada	SPHEROIDS7	536236
Chile	RAIN-BLO	463349
Costa Rica	RAIN-BLO	98506
Ecuador	RAIN-BLO	1550-97
El Salvador	RAIN-BLO	2025/95
Haiti	RAIN-BLO	113/108
Honduras	RAIN-BLO	71566
Panama	RAIN-BLO	88966
Trinidad and Tobago	RAIN BLO	25128
U.S.	RAIN-BLO	968775
U.S.	JUM-BLO	1541777
U.S.	RAD PACK	2089885
Uruguay	RAIN-BLO	285506
U.S.	COLOR BUBBLES	2399062
U.S.	COLOR BUBBLES and Design	1242236
U.S.	Miscellaneous Design (Clown)	1300843
U.S.	HOT DOG!	786497
Canada	HOT DOG!	202058
Panama	HOT DOG!	37032
U.S.	EGGUMS	1423093
Canada	EGGUMS	636832
Canada	TERROR EYES	369358
U.S.	EYES OF TERROR	1697059
Canada	EYES OF TERROR	1138974

Applications to Register

Country	Trademark	Reg. No.
Mexico	RAIN-BLO	575895
Venezuela	RAIN-BLO	8741-95

Domain

Domain Name	Reg. Date	Exp. Date
RAINBLO.CA	11-Sep-2000	01-Dec-2003*

FRUIT STRIPE FRANCHISE

Registered Marks

Country	Registered Mark	Number
Algeria	FRUIT STRIPE	61121
Austria	FRUIT STRIPE and Design	143596
Bahrain	FRUIT STRIPE	15378
Bangladesh	FRUIT STRIPE	32942
Benelux	FRUIT STRIPE	334709
Bolivia	FRUIT STRIPE	53701
Brazil	FRUIT STRIPE	818315202
Brunei Darussalam	FRUIT STRIPE	18490
Bulgaria	FRUIT STRIPE	20464
Canada	FRUIT STRIPE	233039
Canada	FRUIT STRIPE and Label Design	255518
Canada	FRUIT STRIPE	285671
Chile	FRUIT STRIPE	398081
Colombia	FRUIT STRIPE	166197
Croatia	FRUIT STRIPE	Z920939
Cyprus	FRUIT STRIPE	34657
Denmark	FRUIT STRIPE	01846-1977
Dominican Republic	FRUIT STRIPE	58293
Egypt	FRUIT STRIPE	80107
Estonia	FRUIT STRIPE	12976
European Community	FRUIT STRIPE	129445
Finland	FRUIT STRIPE	75508
Georgia	FRUIT STRIPE	2791
Greece	FRUIT STRIPE	104514
Guatemala	FRUIT STRIPE	68543393148
Hong Kong	FRUIT STRIPE	B00617
Hungary	FRUIT STRIPE	133877
Iceland	FRUIT STRIPE	982/1991
Iran	FRUIT STRIPE	67822
Ireland	FRUIT STRIPE	145016
Israel	FRUIT STRIPE	80698
Italy	FRUIT STRIPE	728913
Jordan	FRUIT STRIPE	29282
Lebanon	FRUIT STRIPE	56476
Lithuania	FRUIT STRIPE	26104
Morocco	FRUIT STRIPE	46984
New Zealand	FRUIT STRIPE	211079
Nicaragua	FRUIT STRIPE	23909
Nigeria	FRUIT STRIPE	56432
Norway	FRUIT STRIPE	156215
Panama	FRUIT STRIPE	058425
Papua New Guinea	FRUIT STRIPE	A51524

TRADEMARK

REEL: 002825 FRAME: 0166

Paraguay	FRUIT STRIPE	240641
Peru	FRUIT STRIPE	93169
Philippines	FRUIT STRIPE ASSORTED GUM	36042
Portugal	FRUIT STRIPE	274874
Puerto Rico	FRUIT STRIPE	22807
Qatar	FRUIT STRIPE	9015
Romania	FRUIT STRIPE	22450
Russian Federation	FRUIT STRIPE	82675
Russian Federation	FRUIT STRIPE in Russian	144252
Saudi Arabia	FRUIT STRIPE	246/66
Sri Lanka	FRUIT STRIPE	61900
Sweden	FRUIT STRIPE and Device	165566
Switzerland	FRUIT STRIPE ASSORTED GUM	285671
Thailand	FRUIT STRIPE	158148
Trinidad and Tobago	FRUIT STRIPE	20054
Tunisia	FRUIT STRIPE	EE 91 0690
Turkey	FRUIT STRIPE	134089
Turkey	FRUIT STRIPE	5263
Ukraine	FRUIT STRIPE	5263
UAE	FRUIT STRIPE	
U.K.	FRUIT STRIPE	2019668
U.K.	FRUIT STRIPE Label	B1050575
U.S.	FRUIT STRIPE	1184034
U.S.	FRUIT STRIPE ASSORTED GUM	1029501
U.S.	FRUIT STRIPE PHOTO SAFARI	2338757
U.S.	Miscellaneous Design (Gum)	1843096
U.S.	Miscellaneous Design (Zebra)	1031639
U.S.	Miscellaneous Design (Zebra)	1840725
U.S.	PEACH SMASH	2048110
U.S.	YIPES	1758561
Uruguay	FRUIT STRIPE	255079
Venezuela	FRUIT STRIPE	F165986
Yugoslavia	FRUIT STRIPE	38445

Applications to Register

Trademark	Country	App. No.
Austria	FRUIT STRIPE	2804/2003
El Salvador	FRUIT STRIPE	2288/91
Malaysia	FRUIT STRIPE	MA/3502/91
Mexico	FRUIT STRIPE	543070
Pakistan	FRUIT STRIPE	111770
Philippines	FRUIT STRIPE	5584

Domain

Domain Name	Reg. Date	Exp. Date
FRUITSTRIPE.COM	04-Dec-2001	08-Feb-2005

Schedule B**PATENTS****Patents to be sold at closing**

Patent Number	Patent Title	Remaining Life as of December 2002			Fruit Stripe
US5601859	Chewing gum individually wrapped with wrapper bearing transferable tattoo	12			X

Patent to be sold at closing and Seller permitted rights to use

Patent Number	Patent Title	Remaining Life as of December 2002			Fruit Stripe
US5324530	Apparatus and method for making extruded chewing gum (associated with the Super Bubble equipment)	9			