FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Copyright 1994-97 LegalStar
TM05/REV03

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12-01-2003

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Docket No.: 48369.0001

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Adams Confectionery Corp.

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

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

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

Name: **Cadbury Adams USA LLC**

Internal Address:

Street Address: **400 Interpace Parkway, Bldg. B**

City: **Parsippany** State: **NJ** ZIP: **07054**

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

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 Correction to spelling of receiving party's name in previous cover sheet.

Execution Date: **6/2/03 Reel/Frame: 2746/0702**

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

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

Additional numbers ☐ Yes ☐ No

2003 NOV 26 AM 7:35
OPR/FINANCE

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:..... **10**

7. Total fee (37 CFR 3.41):.....$ **$265.00**

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

500402

75784589
11/28/2003 ECOOPER 00000102 500402
01 FC:8521 40.00 OP
02 FC:8522 225.00 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 true copy of the original document.

Carrie Webb Olson — Name of Person Signing
Carrie Webb Olson — Signature
November 21, 2003 — Date

Total number of pages including cover sheet, attachments, and 8

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002870 FRAME: 0959

Adams Confectionery Corp. to Cadbury Adams USA LLC

Application No.	Mark	Application Date
75/784,589	MAXAIR	08/25/1999
75/902,989	BUBBLICIOUS	01/24/2000
76/166,089	BRUSH YOUR BREATH	11/15/2000
76/166,090	COOLS YOUR BREATH TWICE	11/15/2000
76/168,692	DENTYNE FIRE	11/20/2000
78/096,493	DENTYNE ICE	12/04/2001
78/111,987	SMILE BRIGHTER	03/01/2002
78/130,658	COOL RUSH	05/23/2002
78/212,867	DENTYNE ICE BURSTS	02/10/2003
78/212,871	SPARK SOMETHING	02/10/2003

UNITED STATES

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective the 30th day of March, 2003, is made and entered into by and between Adams Confectionery Corp., a Delaware company ("Assignor"), and Cadbury Adams USA LLC, a Delaware 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 (i) that portion of Assignor's business in which Assignor has a *bona fide* intent to use the Trademarks, and (ii) all of Assignor's right, title and interest in and to the Trademarks, including any and all goodwill of the business symbolized by 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.

ADAMS CONFECTIONERY CORP.

By: _____
Name:
Title: **Sally Park**
Attorney-In-Fact

CADBURY ADAMS USA LLC

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

TRADEMARK
REEL: 002870 FRAME: 0962

SCHEDULE A

United States

Adams Confectionery Corp./Cadbury Adams USA LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date
BRUSH YOUR BREATH	76/166,089	15NO2000	N/A	N/A	N/A
BUBBLICIOUS	75/902,989	24JA2000	N/A	N/A	N/A
COOL RUSH	78/130,658	23MY2002	N/A	N/A	N/A
COOLS YOUR BREATH TWICE	76/166,090	15NO2000	N/A	N/A	N/A
DENTYNE FIRE	76/168,692	20NO2000	N/A	N/A	N/A
DENTYNE ICE	78/096,493	04DE2001	N/A	N/A	N/A
MAXAIR	75/784,589	25AU1999	N/A	N/A	N/A
SMILE BRIGHTER	78/111,987	01MR2002	N/A	N/A	N/A
DENTYNE ICE BURSTS	78/212,867	10FE2003	N/A	N/A	N/A
SPARK SOMETHING	78/212,871	10FE2003	N/A	N/A	N/A

NOTARIAL CERTIFICATE

STATE OF NEW YORK)
COUNTY OF NEW YORK : ss.:
UNITED STATES OF AMERICA)

On this 27th day of March, 2003, before me personally came Bruce N. Futterer, to me known and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he/she is the Attorney-in-Fact, of **Cadbury Adams USA LLC**, the corporation described in and on whose behalf has executed the foregoing instrument; and he/she signed his/her name thereto on behalf of, and with the authorization of, the board of directors of said company as the free deed and act of said company.

Subscribed and sworn to before me this 27th day of March, 2003.

THOMAS P. MCNULTY
Notary Public, State of New York
No. 01MC6082898
Qualified in New York County
Commission Expires November 4, 2006

Thomas P. McNulty
Notary Public

Seal

NYDOCS04/371150.1

NOTARIAL CERTIFICATE

STATE OF NEW YORK)
COUNTY OF NEW YORK : ss.:
UNITED STATES OF AMERICA)

On this 28 day of March, 2003, before me personally came Sally Park, to me known and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he/she is the Attorney in Fact, of **Adams Confectionery Corp.**, the corporation described in and on whose behalf has executed the foregoing instrument; and he/she signed his/her name thereto on behalf of, and with the authorization of, the board of directors of said company as the free deed and act of said company.

Subscribed and sworn to before me
this 28 day of March, 2003.

Nicole Clayton
Notary Public

Seal

NICOLE CLAYTON
Notary Public, State of New York
No. 01CL6062406
Qualified in New York County
Commission Expires August 6, 2003

NYDOCS04/371143.1