

11/26/03

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12-01-2003



Docket No.:

48369.0001

Tab settings

To the Director of the United States Patent and Trademark Office, 102611546, original documents or copy thereof.

1. Name of conveying party(ies):

Adams Confectionery Corp.

- Individual(s)
- General 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 No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction to spelling of receiving party's name in previous cover sheet.
- Merger
- Change of Name

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

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

NOV 26 AM 7:35
PR/FINANCE

75784589
00000102 500402
40.000000
225.000000
11/28/2003 EC00DP
01 FC:8521
02 FC:8522

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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

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

| <u>Application No.</u> | <u>Mark</u> | <u>Application Date</u> |
|------------------------|-------------------------|-------------------------|
| 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 |

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**

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 |

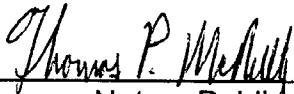
NOTARIAL CERTIFICATE

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



Notary Public

Seal

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