

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kellogg USA Inc.		09/23/2004	CORPORATION: MICHIGAN

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Keebler Holding Corp.
<b>Street Address:</b>	677 Larch Avenue
<b>City:</b>	Elmhurst
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60126
<b>Entity Type:</b>	CORPORATION: GEORGIA

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2881337	FRUIT HARVEST
Registration Number:	2882851	TONY'S FROSTED CRUNCH

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	coakley@hdp.com
<b>Correspondent Name:</b>	Harness, Dickey & Pierce, P.L.C.
<b>Address Line 1:</b>	5445 Corporate Drive
<b>Address Line 2:</b>	Suite 400
<b>Address Line 4:</b>	Troy, MICHIGAN 48092

<b>ATTORNEY DOCKET NUMBER:</b>	8951A-500036
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<b>NAME OF SUBMITTER:</b>	Lisabeth H. Coakley
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<b>Total Attachments: 3</b>
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source=Assignment - Kellogg USA to Keebler Holding2#page1.tif
source=Schedule A#page1.tif

CH \$65.00 2881337

## TRADEMARK ASSIGNMENT

This assignment made this 23rd day of September, 2004, by and between KELLOGG USA INC, (hereinafter "Assignor"), a Michigan corporation, having its principle place of business at One Kellogg Square, Battle Creek, Michigan 49016 and KEEBLER HOLDING CORP., (hereinafter "Assignee"), a Georgia corporation having its principle place of business at 677Larch Avenue, Elmhurst, Illinois 60126.

WHEREAS, Assignor owns and has used, or is using, the trademarks identified in the attached schedule A (collectively, hereinafter the "Marks") in the United States.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all rights, title, and interest in and to the Marks, all common-law rights, all federal registrations and applications identified in Schedule A together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment as well as provide such other material, information, or assistance as Assignee may consider necessary.

This assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

**TRADEMARK ASSIGNMENT**

KELLOGG USA INC.

Signature:  *cmp*

Typed Name: Gary H. Pilnick

Title: Senior Vice President and  
Chief Counsel

Dated: September 23, 2004

KEEBLER HOLDING CORP.

Signature: 

Typed Name: James K. Markey

Title: Assistant Secretary

Dated: September 23, 2004

**SCHEDULE A**

<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Mark</u></b>
2,881,337	09/07/2004	FRUIT HARVEST
2,882,851	09/07/2004	TONY'S FROSTED CRUNCH