

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
Keebler Holding Corp.		09/23/2004	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Keebler Foods Company
Street Address:	677 Larch Avenue
City:	Elmhurst
State/Country:	ILLINOIS
Postal Code:	60126
Entity Type:	CORPORATION: DELAWARE

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

CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	coakley@hdp.com
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.
Address Line 1:	5445 Corporate Drive
Address Line 2:	Suite 400
Address Line 4:	Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER:	8951A-500036
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NAME OF SUBMITTER:	Lisabeth H. Coakley
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Total Attachments: 3
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source=Assignment - Keebler Holdings to Keebler Foods2#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 KEEBLER HOLDING CORP (hereinafter "Assignor"), a Georgia corporation, having its principle place of business at 677 Larch Avenue, Elmhurst, Illinois 60126 and KEEBLER FOODS COMPANY, (hereinafter "Assignee"), a Delaware corporation having its principle place of business at 677 Larch 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.

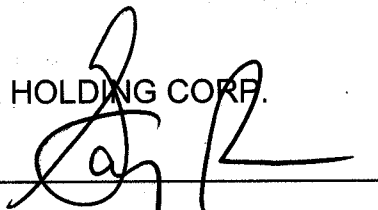
Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment as well as provide such other material, information, or assistance as Assignee may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

KEEBLER HOLDING CORP.

Signature: _____



Typed Name: Gary H. Pilnick

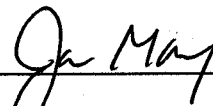
corp

Title: President

Dated: September 23, 2004

KEEBLER FOODS COMPANY

Signature: _____



Typed Name: James K. Markey

Title: Vice President and Secretary

Dated: September 23, 2004

SCHEDULE A

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