

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barry D. Sears Ph.D		11/29/2004	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hershey Foods Corporation		
Street Address:	100 Crystal A Drive		
City:	Hershey		
State/Country:	PENNSYLVANIA		
Postal Code:	17033		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78376355	SMART ZONE	
CORRESPONDENCE DATA			
Fax Number:	(303)467-7997		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3034636552		
Email:	msaraduke@hersheys.com		
Correspondent Name:	Martha L. Saraduke		
Address Line 1:	Hershey Chocolate & Confectionery Corp.		
Address Line 2:	4860 Robb Street, Suite 204		
Address Line 4:	Wheat Ridge, COLORADO 80033		
NAME OF SUBMITTER:	Martha L. Saraduke		
Signature:	/Martha L. Saraduke/		
Date:	01/07/2005		

OP \$40.00 78376355

Total Attachments: 2

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**TRADEMARK
 REEL: 003004 FRAME: 0986**

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ASSIGNMENT

WHEREAS, Barry D. Sears, Ph.D., an individual citizen of the United States of America ("Assignor") owns rights in the trademark applications listed on Schedule "A" including rights in the goodwill, and trade dress and packaging relating thereto (collectively, the "Intellectual Property"); and

WHEREAS, HERSHEY FOODS CORPORATION, a corporation organized and existing under the laws of the State of Delaware, located at 100 Crystal A Drive, Hershey, PA 17033, U.S.A. ("Assignor"), is desirous of acquiring the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee any and all right, title and interest in and to the Intellectual Property together with any rights which Assignor owns with respect thereto pursuant to common law or any other law, regulation, or practice, and the goodwill of the business symbolized thereby.

IN WITNESS WHEREOF, this Assignment is executed as of the 29 day of November, 2004.

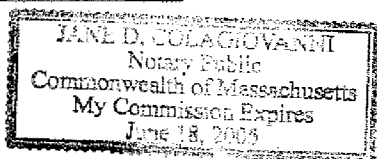
By: [Signature]
Barry D. Sears, Ph.D.

STATE OF Massachusetts)
COUNTY OF Essex) ss.

On this 29 day of November, 2004, before me personally appeared Barry D. Sears, Ph.D., to me known, who, being by me duly sworn, did depose and say that he is the person identified in the foregoing assignment and that he executed the foregoing assignment for the purposes contained therein.

[Signature]
Notary Public

My commission expires: _____



SCHEDULE "A"

<u>TERRITORY</u>	<u>TRADEMARK</u>	<u>APP./REG. NO.</u>
United States	SMART ZONE	78/376355
Japan	SMART ZONE	2004-080623
European Community	SMART ZONE	4005518