

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the mistake naming Hershey Foods Corporation "Assignor" instead of "Assignee". previously recorded on Reel 003004 Frame 0986. Assignor(s) hereby confirms the assignment of AN 78376355 to Hershey Foods Corporation (now known as The Hershey Company)..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barry D. Sears PhD.		01/26/2005	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Hershey Foods Corporation
<b>Street Address:</b>	100 Crystal A Drive
<b>City:</b>	Hershey
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17033
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78376355	SMART ZONE

**CORRESPONDENCE DATA**

Fax Number: (303)467-7997  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303-463-6552  
 Email: mcecilfew@hersheys.com  
 Correspondent Name: Martha L. Cecil-Few  
 Address Line 1: Hershey Chocolate & Confectionery Corp.  
 Address Line 2: 4860 Robb Street, Suite 204  
 Address Line 4: Wheat Ridge, COLORADO 80033

<b>NAME OF SUBMITTER:</b>	Martha L. Cecil-Few
<b>Signature:</b>	/Martha L. Cecil-Few/

OP \$40.00 78376355

Date:

06/09/2005

**Total Attachments: 2**

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ASSIGNMENT

THIS ASSIGNMENT is made and effective as of the 29<sup>th</sup> day of November, 2004, between Barry D. Sears, Ph.D., an individual citizen of the United States of America, having its principal place of business at 222 Rosewood Drive, Suite 500, Danvers, MA 01923, U.S.A., (the "Assignor") and HERSHEY FOODS CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 100 Crystal A Drive, Hershey, PA 17033, U.S.A., (the "Assignee").

WHEREAS, the 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, the Assignor has agreed to assign the Intellectual Property to the Assignee, and the Assignee 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:

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.

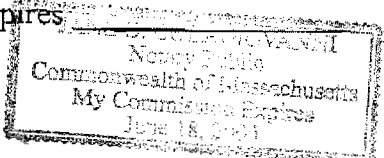
IN WITNESS WHEREOF, this Assignment is signed this 26 day of January 2005.

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

Commonwealth of Massachusetts  
County of Essex, ss.

On this 26 day of January, 2005, before me, the undersigned notary public, personally appeared Barry D. Sears, proved to me through satisfactory evidence of identification, which was Barry D. Sears, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[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
European Union	SMART ZONE	4005518