

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Joseph Schmidt Confections, Inc.		08/15/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Artisan Confections Company		
<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		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1560050	JOSEPH SCHMIDT CONFECTIONS S	
<b>Registration Number:</b>	1718503	SLICKS	
<b>Serial Number:</b>	78691992	J.S. WHIMMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)467-7997		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-463-6552		
<b>Email:</b>	mcecilfew@hersheys.com		
<b>Correspondent Name:</b>	Martha L. Cecil-Few		
<b>Address Line 1:</b>	Hershey Chocolate & Confectionery Corp.		
<b>Address Line 2:</b>	4860 Robb Street, Suite 204		
<b>Address Line 4:</b>	Wheat Ridge, COLORADO 80033		
<b>NAME OF SUBMITTER:</b>	Martha L. Cecil-Few		
<b>Signature:</b>	/Martha L. Cecil-Few/		

OP \$90.00 1560050

Date:

09/07/2005

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) dated as of August 15, 2005 (the “Effective Date”), is made by and between Joseph Schmidt Confections, Inc., a California corporation with an office at 2000 Folsom Street, San Francisco, California (“Assignor”) and Artisan Confections Company, a Delaware corporation with an office at 100 Crystal A Drive, Hershey, Pennsylvania 17033 (“Assignee”).

WHEREAS, Assignor owns all right, title and interest in and to each trademark, trademark application for registration and registration identified on Schedule 1A, and all goodwill associated therewith and symbolized thereby (collectively, the “Trademarks”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 15, 2005 (the “Purchase Agreement”), by and among Assignor, 2000 Folsom Partners LLC, The Papierniak Revocable Living Trust Dated as of November 7, 1989 by Duane W. Papierniak and Lesley K. Papierniak, as Co-Trustors and Co-Trustees, Duane W. Papierniak, The Ryan 1989 Revocable Trust Dated as of March 15, 1989 Established by Audrey G. Ryan as Trustor and Trustee, Audrey G. Ryan, The Smith Revocable Trust Dated as of April 13, 1989 Established by Jeffery G. Smith and Rebecca L. Smith, as Co-Trustors and Co-Trustees, Jeffery G. Smith, Lesley K. Papierniak, Rebecca L. Smith, and Assignee; and

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal

representatives (all collectively, the "Trademark Rights"). Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration of the Trademark Rights; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Trademark Rights, including, without limitation, testifying as to any facts relating to the Trademark Rights assigned herein and this Assignment; (3) in obtaining any additional protection for the Trademark Rights that Assignee reasonably may deem appropriate; and (4) in the implementation or perfection of this Assignment.


This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

JOSEPH SCHMIDT  
CONFECTIONS, INC.

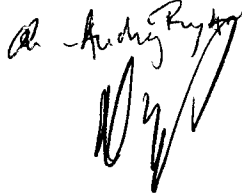
ARTISAN CONFECTIONS COMPANY

By:   
Name: JOSEPH SCHMIDT  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Notary Seal for Assignor]

[Notary Seal for Assignee]



IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

JOSEPH SCHMIDT  
CONFECTIONS, INC.

ARTISAN CONFECTIONS COMPANY

By: \_\_\_\_\_

By: S. M. Angele

Name: \_\_\_\_\_

Name: Susan M. Angele

Title: \_\_\_\_\_

Title: Vice President

[Notary Seal for Assignor]

[Notary Seal for Assignee]

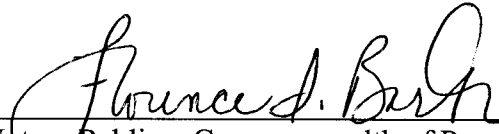
**CERTIFICATE OF ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA

SS.:

COUNTY OF DAUPHIN

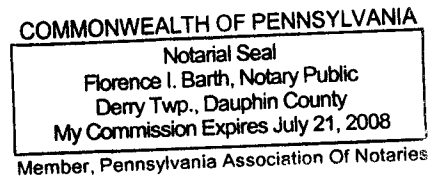
On this 15<sup>th</sup> day of August 2005, before me personally came Susan M. Angele, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is the Vice President of Artisan Confections Company, a Delaware corporation, and that she executed the foregoing instrument in the firm name of Artisan Confections Company, and that she had authority to sign the same, and she acknowledged to me that she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public – Commonwealth of Pennsylvania

Printed Name: Florence I. Barth

My Commission Expires:

07/21/2008

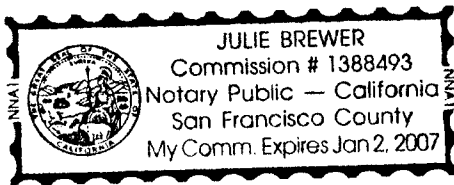


STATE OF CALIFORNIA            )  
  )  
COUNTY OF SAN FRANCISCO    )

  ss.

On August 12, 2005 before me, Julie Brewer, a Notary Public, personally appeared JEFFERY G. SMITH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



[SEAL]

*Julie Brewer*  
\_\_\_\_\_  
Signature of the Notary



**Schedule 1A: Trademarks and Service Marks**

<b>Country</b>	<b>Mark</b>	<b>Reg. No. (App.No.)</b>	<b>Reg. Date (Filing Date)</b>	<b>Status</b>	<b>Record Owner</b>
Canada	JOSEPH SCHMIDT CONFECTIONS & Design	382,609 (635, 426)	4/5/1991 (6/26/1989)	Registered	Joseph Schmidt Confections, Inc.
China (People's Republic of)	JOSEPH SCHMIDT CONFECTIONS & Design	(4415106)	(12/14/2004)	Pending	Joseph Schmidt Confections, Inc.
Japan	JOSEPH SCHMIDT CONFECTIONS & Design	2,497,837 (72737/1989)	1/29/1993 (6/27/1989)	Registered	Joseph Schmidt Confections, Inc.
Mexico	JOSEPH SCHMIDT CONFECTIONS & Design	469,438 (195,192)	3/30/1994 (3/30/1994)	Registered	Joseph Schmidt Confections, Inc.
United Kingdom	JOSEPH SCHMIDT CONFECTIONS & Design	B1388,181 (1,388,181)	7/19/1991 (6/20/1989)	Registered	Joseph Schmidt Confections, Inc.
United States	JOSEPH SCHMIDT CONFECTIONS & Design	1,560,050 (73/743,503)	10/10/1989 (8/1/1988)	Registered	Joseph Schmidt Confections, Inc.
United States	SLICKS	1,718,503 (74/239511)	9/22/1992 (1/22/1992)	Registered	Joseph Schmidt Confections, Inc.
United States	[jswhimms]	[pending]	[pending]	[pending]	