

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
Cadbury Beverages B.V.		11/30/2005	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	Dr Pepper/Seven Up, Inc.
Street Address:	5301 Legacy Drive
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0723208	
Registration Number:	2418265	CRUSH
Serial Number:	78790771	CRUSH
Registration Number:	2418266	CRUSH
Registration Number:	2536979	CRUSH
Registration Number:	0187791	CRUSH
Registration Number:	1424931	CRUSH
Registration Number:	2895772	CRUSH
Registration Number:	2917467	HIRES
Registration Number:	1493424	HIRES
Registration Number:	0054465	HIRES
Serial Number:	78674243	HIRES
Registration Number:	2220564	HIRES ROOT BEER SINCE HIRES 1876
Registration Number:	0024058	HIRES ROOTBEER.

OP \$465.00 0723208

Registration Number:	0231871	OLD COLONY
Registration Number:	0683361	ORANGE CRUSH
Registration Number:	2897418	SUN DROP
Registration Number:	0269655	SUN DROP

CORRESPONDENCE DATA

Fax Number: (914)612-6325
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 914.612.4701
Email: groupip@cs-americas.com
Correspondent Name: Daniel Chung, Esq.
Address Line 1: 900 King Street - Cadbury Schweppes
Address Line 4: Rye Brook, NEW YORK 10573

ATTORNEY DOCKET NUMBER:	CBBV TO DPSU
NAME OF SUBMITTER:	Daniel Chung
Signature:	/Daniel Chung/
Date:	05/12/2006

Total Attachments: 24

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Dated

, 2006

CADBURY BEVERAGES B.V.

and

DR PEPPER/SEVEN UP, INC.

INTRA-GROUP TRADE MARK
ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made the _____ day of _____ 2006.

BETWEEN:

- (1) CADBURY BEVERAGES B.V., a company incorporated under the laws of The Netherlands with its registered office at Telestone 8 – Teleport, Naritaweg 185, Amsterdam, 1043 BW, The Netherlands ("Assignor");

AND

- (2) DR PEPPER/SEVEN UP, INC. (registered in Delaware with number 75-2233365) of 5301 Legacy Drive 869077, Plano, Texas TX 75024, USA ("Assignee");

WHEREAS:

- (A) Assignor is the owner of the Assigned Intellectual Property (as defined below) and the Domain Names (as defined below) and party to each of the Contracts (as defined below).
- (B) The Parties (as defined below) intend to transfer from Assignor all Assigned Intellectual Property, Contracts and Domain Names pursuant to a business reorganisation.
- (C) Accordingly, Assignor has agreed to assign, or otherwise effect the transfer of, each of the Assets (as defined below) in the Territory (as defined below) to Assignee.
- (D) In contemplation of the assignment effected by this Agreement, and in recognition of the fact that Assignor will no longer own the Assigned Intellectual Property, Contracts and Domain Names, Assignor has entered into an agreement with CSTIOM by which CSTIOM has agreed to give up its right to royalties under the Royalty Agreement (as defined below), and in consequence, the Royalty Agreement has been terminated.
- (E) Because the Terminated Contracts (as defined below) are agreements by which Assignor licenses the use of Intellectual Property (as defined below) in certain brands to Assignee, the Parties have agreed to terminate the Terminated Contracts, rather than effect their assignment.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Agreement and the Schedules the following expressions shall have the following meanings:

"Assets" means the Assigned Intellectual Property and all right, title and interest of Assignor in and to the Contracts and the Domain Names;

"Assigned Contracts" means any such Contracts as are not Novated Contracts or Terminated Contracts;

"Assigned Intellectual Property"	means all Intellectual Property (subsisting in the Territory) owned by Assignor in the Brands, including without limitation the registered trade marks and registered designs (and applications for registration of either) listed in Schedule 1 (and all unregistered Intellectual Property in the marks, logos, designs or signs so registered, and any similar or related marks, logos, designs or signs);
"Brands"	means GINI, CRUSH, HIRES, OLD COLONY, GARDEN COCKTAIL, and SUNDROP and all other marks of which registrations (or applications for registration) are listed in Schedule 1;
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are open for business (other than solely for trading and settlement in euros) in London;
"Contracts"	means (to the extent, in each case, any such contract so relates) all contracts (including all agreements, arrangements and commitments) to which Assignor is a party which relate to the (i) licensing of any Assigned Intellectual Property, or (ii) registration or maintenance of any of the Domain Names;
"CS Retained Group"	means Cadbury Schweppes plc and its subsidiaries and subsidiary undertakings from time to time;
"CSTIOM"	means Cadbury Schweppes Treasury (Isle of Man), a company incorporated in the Isle of Man with its registered office at 33-37 Athol Street, Douglas, Isle of Man, IM1 1LB;
"Domain Names"	means the domain names listed in Schedule 3;
"European Territories"	means Andorra, Austria, Belgium, Czech Republic, Denmark (including the Faroe Islands, but excluding Greenland), Finland, France (including French Polynesia, French Southern and Antarctic Territories, St Pierre & Miquelon, Wallis & Futuna, French Guiana, Mayotte, Martinique, Guadeloupe, Reunion, and New Caledonia), Germany, Hungary, Italy (including Sardinia, Sicily and the Vatican City State), Liechtenstein, Luxemburg, Monaco, the Netherlands (including the Netherlands Antilles, Curacao and Aruba), Norway (including Bouvet Island but excluding Peter I Island), Poland, Portugal (including the Azores and Madeira), San Marino, Slovakia, Spain (including

	the Balearic Islands, Canary Islands, Ceuta and Melilla), Sweden and Switzerland;
"Intellectual Property"	means trade mark rights and copyrights (whether or not any of these is registered and including applications for registration of any such thing), and any other intellectual property rights and all rights or forms of protection of a similar nature or having equivalent effect to any of these which may subsist anywhere in the world;
"Notice"	means a notice, notification or other communication given or served in accordance with Clause 10 and "Notify" and "Notification" shall be construed accordingly;
"Novated Contracts"	means any Contracts listed in Part A of Schedule 2;
"Parties"	means Assignor and Assignee and "Party" shall be construed accordingly;
"Proceedings"	has the meaning given in Clause 19;
"Rights in Information"	means all rights of confidence (including without limitation in relation to know-how and trade secrets) and all forms of protection of a similar nature or having equivalent effect to any of the foregoing which may subsist anywhere in the world;
"Royalty Agreement"	means the agreement dated 18 December 1994 between Assignor and CSTIOM pursuant to which Assignor sold to CSTIOM all royalty income from 1 January 2005 to which Assignor was entitled pursuant to certain licence agreements;
"Service Document"	means any claim form, summons, order, judgment or other document relating to or connected with any Proceedings;
"SIL"	means Schweppes International Limited, a company incorporated under the laws of England and Wales (with registered number 191968) with its registered office at 25 Berkeley Square, London, W1J 6HB;
"Terminated Contracts"	means any Contracts listed in Part B of Schedule 2;
"Territory"	means the world excluding (a) Syria, (b) (in respect of the CRUSH brand only) the European Territories, and

(c) (in respect of the CRUSH, OLD COLONY and GARDEN COCKTAIL brands only) Canada;

"Third Party Consents" means all consents, approvals, authorisations or waivers required from third parties for the transfer, assignment or novation of any Contract in favour of Assignee or for the performance of any Contract by Assignee; and

"Working Hours" means 9.30 a.m. to 5.30 p.m. on a Business Day.

1.2 In this Agreement, unless otherwise specified:

- 1.2.1 references to Clauses and Schedules are to clauses of, and schedules to, this Agreement;
- 1.2.2 use of any gender includes the other gender;
- 1.2.3 references to a "company" shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.4 references to a "person" shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.6 any reference to a "day" (including within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight;
- 1.2.7 references to times are to London times;
- 1.2.8 a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of this Agreement) at any time;
- 1.2.9 headings and titles are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.10 a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be treated as a reference to any analogous term in that jurisdiction;

1.2.11 the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, or examples, of acts, matters or things embraced by the general words; and

1.2.12 the expressions "**subsidiary**" and "**subsidiary undertaking**" shall have the meanings given in the Companies Act 1985.

1.3 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules.

2. INTELLECTUAL PROPERTY

Assignor hereby assigns to Assignee all its right, title and interest in and to the Assigned Intellectual Property and the Domain Names subsisting in the Territory (including, without limitation, those listed in Schedule 1) together with any common law rights associated with those trade marks (in the Territory), including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto Assignee absolutely.

3. CONTRACTS

3.1 Subject to Clause 3.2, Assignor hereby assigns to Assignee the benefit of the Assigned Contracts to the extent relating to the Territory and Assignee shall with effect from the date of this Agreement be entitled to the benefits of Assignor under such Assigned Contracts.

3.2 This agreement shall not constitute an assignment or attempted assignment of any Contract if the assignment or attempted assignment would constitute a breach of such Assigned Contract.

3.3 Where a Third Party Consent is required to the novation, or the assignment of the benefit, of any of the Contracts to Assignee, Assignee shall be responsible (at its own expense) for obtaining and shall obtain any such Third Party Consent. Upon whichever is the later of the date of this Agreement and any such Third Party Consent being obtained, this Agreement shall constitute a novation of, or an assignment of the benefit of, the Contract (as appropriate) to which that Third Party Consent relates.

3.4 Assignee shall not be liable to Assignor for any liabilities, losses, charges, costs, claims or demands whatsoever arising from the absence of or any failure to obtain any Third Party Consent.

3.5 After the date of this Agreement, and until any necessary Third Party Consent to the assignment of an Assigned Contract is obtained or a novation agreement has been

entered into in respect of a Novated Contract in accordance with this Agreement or Assignee makes an election pursuant to Clause 3.7, the following provisions shall apply:

- 3.5.1 If it is permissible under the Contract, Assignor shall be treated as holding the benefit of that Contract in trust for Assignee and any benefit which accrues after the date of this Agreement will be promptly paid over to Assignee; and
 - 3.5.2 If it is permissible under the Contract, Assignee shall perform on behalf of Assignor (but at Assignee's expense), such of the obligations of Assignor under that Contract as accrue after the date of this Agreement.
- 3.6 Assignor shall at its own cost, on Assignee requesting it to do so, give Assignee all reasonable assistance to obtain (and co-operate with Assignee in obtaining) any Third Party Consents required for the assignment or novation of any Contracts.
- 3.7 If any Third Party Consent to the assignment of an Assigned Contract is not obtained or a novation agreement is not entered into in respect of a Novated Contract in accordance with this Agreement in either case within three months after the date of this Agreement (or such longer period as Assignee may determine), that Contract shall, if Assignee elects by Notice, be treated as having been excluded from this Agreement so that the Parties' obligations in respect of that Contract shall end immediately after such election is made.
- 3.8 Upon any election by Assignee under Clause 3.7, Assignor shall pay on demand to Assignee all the direct costs and expenses (for the avoidance of doubt excluding management time and costs) properly incurred by Assignee in carrying out that Contract pursuant to Clause 3.5.2 less any benefit paid to Assignee pursuant to Clause 3.5.1.
- 3.9 In respect of the Terminated Contracts:
- 3.9.1 notwithstanding any provisions in the Terminated Contracts themselves, the Terminated Contracts are hereby terminated with effect from the date of this Agreement; and
 - 3.9.2 the termination of the Terminated Contracts (and all rights and obligations hereunder) effected by this Clause 3.9 shall be without prejudice to accrued rights and obligations under the Terminated Contracts.

4. CONSIDERATION

In consideration of Assignor's assignment of the Assets, and performance of its obligations under this Agreement, Assignee hereby agrees to pay 15,106,000 euros to Assignor (within two Business Days of the date of this Agreement) by telegraphic transfer.

5. ASSIGNMENT

- 5.1 This Agreement shall be binding on and shall enure for the benefit of the successors of the Parties.
- 5.2 Nothing in this Agreement shall restrict Assignee's rights to assign, transfer, charge, license or dispose in any way of its rights in or to any of the Assets.

6. CONFIDENTIALITY

- 6.1 Subject to Clause 6.3, each Party shall treat as confidential all information obtained as a result of entering into or performing this Agreement which relates to:
- 6.1.1 the provisions of this Agreement;
 - 6.1.2 the negotiations relating to this Agreement; or
 - 6.1.3 the other Party.
- 6.2 Each Party shall:
- 6.2.1 not disclose any such confidential information to any person other than any of its directors or employees who needs to know such information in order to discharge his duties;
 - 6.2.2 not use any such confidential information other than for the purpose of performing its obligations under this Agreement; and
 - 6.2.3 procure that any person to whom any such confidential information is disclosed by it pursuant to Clause 6.2.1 complies with the restrictions contained in this Clause 6 as if such person were a Party.
- 6.3 Each Party may disclose information which would otherwise be confidential:
- 6.3.1 if and to the extent required by law or for the purpose of any judicial proceedings;
 - 6.3.2 if and to the extent required by any securities exchange or regulatory or governmental body to which that party is subject or submits, wherever situated, whether or not the requirement for information has the force of law;
 - 6.3.3 to its professional advisers, auditors and bankers;
 - 6.3.4 if and to the extent the information has come into the public domain through no fault of that Party; or
 - 6.3.5 if and to the extent the other Party has given prior written consent to the disclosure.

- 6.4 The restrictions contained in this Clause 6 shall continue to apply after the termination of this Agreement without limit in time.

7. PUBLIC ANNOUNCEMENTS

- 7.1 Neither Party shall issue any publicity, or make any public announcement in connection with this Agreement without the prior written consent of the other.

- 7.2 Clause 7.1 shall not apply to either Party in respect of any publicity or announcement to the extent required by:

7.2.1 the law of any relevant jurisdiction; or

7.2.2 any securities exchange or regulatory or governmental body to which that Party is subject or submits, wherever situated whether or not the requirement has the force of law,

in which case the Party concerned shall take all reasonable steps to agree the contents of such announcement or publicity with the other Party prior to making or issuing it.

- 7.3 The restrictions contained in this Clause 7 shall continue to apply after the termination of this Agreement without limit as to time.

8. REMEDIES AND WAIVERS

- 8.1 No delay or omission by either Party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall:

8.1.1 impair such right, power or remedy; or

8.1.2 operate as a waiver thereof.

- 8.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

- 8.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

9. NOTICES

- 9.1 A notice, notification or other communication required or permitted to be given or made hereunder shall only be effective if it is in writing, and for this purpose writing includes writing contained in a facsimile. Notice may not be given by e-mail.

- 9.2 Any notice, notification or other communication under this Agreement shall be addressed as provided in Clause 9.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

9.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

9.2.2 if sent by first class post, two Business Days after the date of posting; and

9.2.3 if sent by facsimile, on transmission to the correct number,

provided that if, in accordance with the above provisions, any such notice, notification or other communication would otherwise be deemed to be given or made outside Working Hours, it shall be deemed to have been given or made at the start of Working Hours on the next Business Day.

9.3 The relevant addressee, address and facsimile number of the Parties for the purposes of this Agreement, subject to Clause 9.4, are:

<i>Party</i>	<i>Address</i>	<i>Facsimile Number</i>
Assignor	Telestone 8 – Teleport Narkweg 165 Amsterdam 1043 BW The Netherlands	+31 20 872 2850
	for the attention of: the Company Secretary	
	with copies to: Group Secretariat Cadbury Schweppes plc 25 Berkeley Square London N1J 5HB	+ 44 (0)20 7830 5200
Assignee	5301 Legacy Drive 805077 Plano Texas TX 75024 USA	+ 1 972 673 7981
	for the attention of: General Counsel	
	with copies to: Group Secretariat Cadbury Schweppes plc 25 Berkeley Square London N1J 5HB	+44 (0)20 7830 5200

9.4 Each Party may notify the other Party that there has been a change to its notice details, provided that such notification shall only be effective on the date falling five clear Business Days after such notification has been received or such later date as may be specified in the notification.

9.5 The provisions of this Clause 9 shall not apply in relation to the service of Service Documents.

10. NO PARTNERSHIP

Nothing in this Agreement and no action taken by the Parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the Parties.

11. COSTS AND EXPENSES

Each of the Parties shall pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

12. COUNTERPARTS

12.1 This Agreement may be executed in any number of counterparts, and by each Party or separate counterparts, but shall not be effective until each Party has executed at least one counterpart.

12.2 Each counterpart shall constitute an original of this Agreement, but the counterparts shall together constitute but one and the same instrument.

13. ENTIRE AGREEMENT

13.1 For the purposes of this Clause 13, "Pre-contractual Statement" means a draft, Agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to this Agreement made or given by a Party or any other person at any time prior to the date of this Agreement.

13.2 This Agreement constitutes the whole and only agreement between the Parties relating to the Assets.

13.3 Except to the extent repeated in this Agreement, this Agreement supersedes and extinguishes any Pre-contractual Statement.

13.4 Each Party acknowledges that in entering into this Agreement it is not relying upon any Pre-contractual Statement which is not set out in this Agreement.

13.5 Neither Party shall have any right of action against the other Party arising out of or in connection with any Pre-contractual Statement (except in the case of fraud) except to the extent repeated in this Agreement.

13.5 This Agreement may only be varied in writing signed by each of the Parties.

14. INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

14.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

14.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

15. THIRD PARTY RIGHTS

The Parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party.

16. AGENT FOR SERVICE

16.1 Each Party irrevocably appoints Cadbury Schweppes plc of 25 Berkeley Square, London, N1J 6HB to be its agent for the receipt of service of process in England. It agrees that any Service Document may be effectively served on it in connection with Proceedings in England and Wales by service on its agent.

16.2 Any Service Document shall be deemed to have been duly served if marked for the attention of The Director of Intellectual Property at Cadbury Schweppes plc of 25 Berkeley Square, London, N1J 6HB or such other address within England and Wales as may be notified to the Party wishing to serve the Service Document and:

16.2.1 left at the specified address; or

16.2.2 sent to the specified address by first class post.

In the case of a Service Document served pursuant to Clause 16.2.1, the Service Document will be deemed to have been duly served when it is left. In the case of a Service Document served pursuant to Clause 16.2.1, the Service Document shall be deemed to have been duly served two (2) clear Business Days after the date of posting.

16.3 If the agent of either Party at any time ceases for any reason to act as such, that Party shall appoint a replacement agent having an address for service in England or Wales and shall notify the other Party of the name and address of the replacement agent. Failing such appointment and notification, the other Party shall be entitled by Notice to the first Party to appoint a replacement agent to act on the first Party's behalf. The provisions of this Clause 16 applying to service on an agent apply equally to service on a replacement agent.

- 16.4 A copy of any Service Document served on an agent shall be sent by post to the Party on whose behalf that agent is being sent that Service Document. Failure or delay in so doing shall not prejudice the effectiveness of service of the Service Document.

17. FURTHER ASSURANCE

Assignor shall, at the request and cost of Assignee, execute such further documents and do such further acts as Assignee may reasonably request to vest in Assignee all rights assigned to it pursuant to this Agreement or to carry out the purposes and intent of this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law.

19. JURISDICTION

- 19.1 The courts of England are to have jurisdiction to settle any dispute arising out of or in connection with this Agreement. Any proceeding, suit or action arising out of or in connection with this Agreement ("Proceedings") may therefore be brought in the English courts. Each Party agrees that this jurisdiction agreement is irrevocable and that it is for the benefit of the other Party.

- 19.2 Each Party irrevocably waives (and irrevocably agrees not to raise) any objection, on the ground of forum non conveniens or on any other ground, to the taking of Proceedings in the English courts. Each Party also irrevocably agrees that a judgment against it in Proceedings brought in the English courts shall be conclusive and binding upon it and may be enforced in any other jurisdiction.

IN WITNESS OF WHICH this Assignment has been executed by or on behalf of the Parties on the date first above written.

Schedule 1
Trade Marks

SCHEDULE 1 - CADBURY BEVERAGES B.V. REGISTERED TRADEMARKS

BEING ASSIGNED TO DR PEPPER/SEVEN UP INC.

TMID	COMPANY	COUNTRY	TRADEMARK	INT	REG.NO.	REG.DATE	APP.NO.	APP.DAT	STATUS	RENEWAL
15256	Cadbury Beverages B.V.	Australia	CRUSH [WORD AND DEVICE]	32	741262	12-Aug-92	741262	12-Aug-92	Registered	12-Aug-97
9886	Cadbury Beverages B.V.	Australia	CRUSH [WORD DEVICE]	32	8463426	08-Feb-84			Registered	08-Feb-13
9028	Cadbury Beverages B.V.	Australia	CRUSH	32	186996	07-Apr-64			Registered	07-Apr-09
9062	Cadbury Beverages B.V.	Australia	INFANCY/SID	32	8277850	30-Apr-74		24-Apr-74	Registered	24-Apr-09
9999	Cadbury Beverages B.V.	Austria	HUBS [WORD]	32	164152		195283		Registered	30-Nov-11
8825	Cadbury Beverages B.V.	Austria	SUBEROP [WORD]	32	73804	02-Aug-72	4771	02-Aug-72	Registered	08-Feb-12
8114	Cadbury Beverages B.V.	Benelux	OLD COUNTRY [STYLED WORD]	32	86776	07-Dec-71	568198	07-Dec-71	Registered	07-Dec-96
289519	Cadbury Beverages B.V.	Canada	ACCROCHE - SOLAD GOUT RINVERBANT [WORD]		633239	21-Feb-05	1135021	03-May-03	Registered	21-Feb-20
12674	Cadbury Beverages B.V.	Canada	ALFEN'S [WORD]		345641	30-Sep-88			Registered	30-Sep-18
12671	Cadbury Beverages B.V.	Canada	ALLEN'S [WORD]		324546	27-Nov-87			Registered	27-Nov-37
12686	Cadbury Beverages B.V.	Canada	ALLEN'S PURE TO THE CORE		406112	11-Dec-92			Registered	11-Dec-97
15926	Cadbury Beverages B.V.	Canada	BERRY BLAST		483723	08-Oct-97	778991	02-Feb-95	Registered	08-Oct-12
14382	Cadbury Beverages B.V.	Canada	EMBLEM/TICHAORE [WORD AND DEVICE]		433153	09-Sep-94	713093	15-Jun-93	Registered	09-Sep-09
8498	Cadbury Beverages B.V.	Canada	GOLDEN COCKE/BEL INN [WORD AND DEVICE]		185546	12-May-72			Registered	12-May-17
11357	Cadbury Beverages B.V.	Canada	GOLDEN COCKE/BEL INN [WORD]		182645	21-Apr-72			Registered	21-Apr-37
9437	Cadbury Beverages B.V.	Canada	HIBS [WORD AND DEVICE]		354198	31-Mar-89	599351	13-Jan-88	Registered	31-Mar-19
7712	Cadbury Beverages B.V.	Canada	HIBS [WORD]		88369849	03-May-37		03-May-37	Registered	03-May-12
14379	Cadbury Beverages B.V.	Canada	HORN [WORD]		418191	15-Oct-93	694813	04-Dec-91	Registered	15-Oct-08

SCHEDULE 1 - CADBURY BEVERAGES B.V. REGISTERED TRADEMARKS

TMID	COMPANY	COUNTRY	TRADEMARK	INT	REG.NO.	REG.DATE	APP.NO.	APP.DAT	STATUS	RENEWAL
7712	Cadbury Beverages B.V.	Canada	IBBES [WORD]		216278	24-Sep-76	381237	16-Dec-74	Registered	24-Sep-96
7700	Cadbury Beverages B.V.	Canada	IBBES [WORD]		188848	06-Oct-72		17-Dec-69	Registered	06-Oct-17
14471	Cadbury Beverages B.V.	Canada	IBBES RUGGY BLUE		4997	12-Jul-98	24272		Registered	12-Jul-18
7768	Cadbury Beverages B.V.	Canada	IBBES RUGGY BLUE [LABEL]		194820	22-Jun-73		25-Aug-72	Registered	22-Jun-18
9297	Cadbury Beverages B.V.	Canada	IBBES RUGGY BLUE [WORD AND DEVICE]		303946	07-Aug-85	528781	28-Jun-84	Registered	07-Aug-15
35519	Cadbury Beverages B.V.	Canada	LE LIQUIDA FLUR		482278	09-Sep-97	814268	10-Jun-96	Registered	09-Sep-12
13672	Cadbury Beverages B.V.	Canada	MICHELLE'S [WORD]		189662	10-Mar-73	342834	07-May-71	Registered	30-Mar-18
8326	Cadbury Beverages B.V.	Canada	PURE SPINNING [DEVICE]		172054	20-Nov-70			Registered	20-Nov-15
209819	Cadbury Beverages B.V.	Canada	PUT SOME FLAVOR IN YOUR FLIN [WORD]		03167	18-Feb-85	1137135	78-Apr-83	Registered	18-Feb-20
212089	Cadbury Beverages B.V.	Canada	RAINBOW PACK		615109	19-Jul-04	1175318	01-May-03	Registered	19-Jul-19
205275	Cadbury Beverages B.V.	Canada	RAINBOW PACK [COMBINED WORD]		578006	04-Apr-03	1092390	09-Feb-01	Registered	04-Apr-18
14581	Cadbury Beverages B.V.	Canada	RAINBOW PACK [WORD AND DEVICE]		436800	09-Dec-94	733092	15-Jul-93	Registered	09-Dec-09
7760	Cadbury Beverages B.V.	Canada	SUN-DROP [LABEL]		196157	14-Dec-73		21-Sep-72	Registered	14-Dec-18
7764	Cadbury Beverages B.V.	Canada	SUN-DROP [WORD]		112583	19-Dec-58		01-Aug-57	Registered	19-Dec-18
15346	Cadbury Beverages B.V.	Canada	THE LIQUIDATOR		484663	27-Dec-97	805441	22-Feb-96	Registered	27-Dec-12
1027	Cadbury Beverages B.V.	France	SUN-DROP [STYLED WORD]	32	65680	03-Nov-76	192100294	14-Jan-71	Registered	03-Nov-06
15474	Cadbury Beverages B.V.	France	GARDEN CRICKLE [WORD]	32	1688923	02-Aug-01	801953	02-Aug-93	Registered	04-Mar-11
8315	Cadbury Beverages B.V.	France	OLD COUNTRY [STYLED WORD]	32	1305986	16-Apr-85	738845	16-Apr-85	Registered	16-Apr-15
8280	Cadbury Beverages B.V.	France	SUN-DROP [STYLED WORD]	32	1643653	08-Feb-91	266369	05-Feb-91	Registered	07-Feb-11
8175	Cadbury Beverages B.V.	France	SUN-DROP [WORD]	32	1233387	08-Jun-82	1233387	08-Jun-82	Registered	02-Mar-12

SCHEDULE 1 - CADBURY BEVERAGES B.V. REGISTERED TRADEMARKS

TMID	COMPANY	COUNTRY	TRADEMARK	INT	REG.NO.	REG.DATE	APP.NO.	APP.DAT	STATUS	RENEWAL
8355	Cadbury Beverages B.V.	Germany	IBBS [WORD AND DEVICE]	32	873751	06-Sep-89	4299432	06-Sep-89	Registered	30-Sep-09
17399	Cadbury Beverages B.V.	Germany	SUN DROP [WORD]	32	1185660	04-Sep-89	18670632	24-Jun-89	Registered	30-Jun-09
8361	Cadbury Beverages B.V.	Italy	OLD CORNISH [STYLED WORD]	32	766986	11-May-87		27-Oct-86	Registered	30-Oct-06
7613A	Cadbury Beverages B.V.	Mexico	CRUSH [BOTTLE]	32	26323	25-Mar-91	26323	25-Mar-91	Registered	12-May-11
7613	Cadbury Beverages B.V.	Mexico	CRUSH [BOTTLE]	30	26324	25-Mar-91	26324	25-Mar-91	Registered	12-Nov-11
214967	Cadbury Beverages B.V.	Mexico	CRUSH [LABEL - BLUEBERRY]	32	823730	02-Dec-03	632256	02-Dec-03	Registered	02-Dec-13
214963	Cadbury Beverages B.V.	Mexico	CRUSH [LABEL - BLUEBERRY]	32	823732	02-Dec-03	632248	02-Dec-03	Registered	02-Dec-13
214964	Cadbury Beverages B.V.	Mexico	CRUSH [LABEL - GRAPE]	32	821779	02-Dec-03	632245	02-Dec-03	Registered	02-Dec-13
214963	Cadbury Beverages B.V.	Mexico	CRUSH [LABEL - LEMON]	32	821728	02-Dec-03	632244	02-Dec-03	Registered	02-Dec-13
214969	Cadbury Beverages B.V.	Mexico	CRUSH [LABEL - ORANGE]	32	821733	02-Dec-03	632247	02-Dec-03	Registered	02-Dec-13
7549	Cadbury Beverages B.V.	Mexico	CRUSH [LABEL]	45	314702	19-Jul-85		19-Jul-85	Registered	19-Jul-10
9871	Cadbury Beverages B.V.	Mexico	CRUSH [STYLED WORD]	45	351634				Registered	29-Mar-13
7616	Cadbury Beverages B.V.	Mexico	CRUSH [STYLED WORD]	2, 3, 29, 30, 31, 32	32210	12-Jul-93		26-May-92	Registered	26-May-12
7651	Cadbury Beverages B.V.	Mexico	CRUSH [STYLED WORD]	32	23234	11-Mar-84			Registered	11-Mar-14
13025	Cadbury Beverages B.V.	Mexico	CRUSH [WORD AND DEVICE]	32	314701	19-Jul-85	251920	19-Jul-85	Registered	19-Jul-10
7676	Cadbury Beverages B.V.	Mexico	CRUSH [WORD AND DEVICE]	30, 32	187297	07-Aug-74		07-Aug-74	Registered	07-Aug-14
7669	Cadbury Beverages B.V.	Mexico	CRUSH [WORD AND DEVICE]	3, 5, 29, 30, 31, 32	194381	07-Aug-74			Registered	07-Aug-14
7636	Cadbury Beverages B.V.	Mexico	CRUSH [WORD AND DEVICE]	29	693340	25-Mar-99	252233	24-Nov-98	Registered	24-Nov-08
7791	Cadbury Beverages B.V.	Mexico	CRUSH [WORD]	32	350683			26-Sep-93	Registered	26-Sep-13
7529	Cadbury Beverages B.V.	Mexico	CRUSH [WORD]	32	350889				Registered	29-Mar-13
7528	Cadbury Beverages B.V.	Mexico	CRUSH [WORD]	61	349977	05-Jul-91			Registered	29-Mar-13
7673	Cadbury Beverages B.V.	Mexico	CRUSH [WORD]	32	351636				Registered	29-Mar-13

SCHEDULE 1 - CADBURY BEVERAGES B.V. REGISTERED TRADEMARKS

14716	Cadbury Beverages B.V.	Mexico	CRUSH [WORD]	25	52353	09-May-94	197927	03-May-94	Registered	03-May-14
2170	Cadbury Beverages B.V.	Mexico	CRUSH [WORD]	32	55084	16-Apr-88	35254	13-Jun-87	Registered	13-Jun-17
219114	Cadbury Beverages B.V.	Mexico	CRUSH PRENSA [WORD AND DEVICE]	32	127217	29-May-02	547139	29-May-02	Registered	29-May-12
219115	Cadbury Beverages B.V.	El Salvador	CRUSH PRENSA [WORD AND DEVICE]	32	127289	29-May-02	549141	29-May-02	Registered	29-May-12
219023	Cadbury Beverages B.V.	Mexico	CRUSH PRENSA [WORD AND DEVICE]	32	127289	29-May-02	549140	29-May-02	Registered	29-May-12
7527	Cadbury Beverages B.V.	Mexico	DELT CRUSH	45	177035				Not yet filed	29-Mar-13
213681	Cadbury Beverages B.V.	Mexico	DELT CRUSH CHANGE	32	827893	28-Mar-04	630315	19-Nov-03	Registered	19-Nov-13
2686	Cadbury Beverages B.V.	Mexico	O.C.	45	343112				Registered	
2682	Cadbury Beverages B.V.	Mexico	OLD COLONY	45	344863				Registered	
29081	Cadbury Beverages B.V.	Mexico	ORANJA CRUSH [Design]	32	686249	24-Jun-05	709418	30-Mar-05	Registered	30-Mar-15
8581	Cadbury Beverages B.V.	Mexico	SCHLUBER	32	1,251,642	06-Oct-05		08-Aug-05	Registered	06-Aug-15
8132	Cadbury Beverages B.V.	Norway	SCHLUBER [WORD]	32	23943				Registered	25-Feb-13
9827	Cadbury Beverages B.V.	Puerto Rico	CRUSH [DISTINCT WORDS]	45	9584	20-Dec-55		16-Aug-55	Registered	20-Dec-05
26332	Cadbury Beverages B.V.	Puerto Rico	CRUSH [WORD AND DEVICE]	32	44835	30-Nov-98		30-Nov-98	Registered	30-Nov-08
7594	Cadbury Beverages B.V.	Puerto Rico	CRUSH [WORD AND DEVICE]	32	25134	18-Mar-94		21-Apr-83	Registered	18-Jun-14
7035	Cadbury Beverages B.V.	Puerto Rico	HEEPS [WORDS]	45	2996	10-Sep-74		23-Jul-73	Registered	26-Jun-06
25485	Cadbury Beverages B.V.	Puerto Rico	OLD COLONY [WORD] AND DEVICE]	32	41754	21-Oct-97	41754	21-Oct-97	Registered	21-Oct-07
13196	Cadbury Beverages B.V.	Puerto Rico	OLD COLONY [WORD]	32	9137	28-Dec-54		29-Jul-54	Registered	28-Dec-04
9840	Cadbury Beverages B.V.	Puerto Rico	GRAND CRUSH [DEVICE]	32	1396	13-Aug-98			Registered	13-Aug-08
218421	Cadbury Beverages B.V.	Puerto Rico	GRAND CRUSH [WORD]	32	14926	13-Feb-04		21-Aug-02	Registered	21-Aug-12

SCHEDULE 1 - CALBURY BEVERAGES B.V. REGISTERED TRADEMARKS

TMID	COMPANY	COUNTRY	TRADEMARK	INT	REG.NO.	REG.DATE	APP.NO.	APP.DAT	STATUS	RENEWAL
2445	Calbury Beverages B.V.	Spain	HERES [WORD]	30, 32, 33	453969	15-Feb-05	453969	26-Sep-04	Registered	26-Sep-14
3139	Calbury Beverages B.V.	Spain	HERES [WORD]	30, 32, 33	453981	15-Feb-05	453981	26-Sep-04	Registered	26-Sep-14
9225	Calbury Beverages B.V.	Switzerland	HERES [WORD] AND DEVICE	32	256826	20-Aug-06		20-Aug-06	Registered	20-Aug-06
9667	Calbury Beverages B.V.	Switzerland	OLEIC ACIDITY ENRICHED WORDS	02	269264	15-Oct-06		15-Oct-06	Registered	15-Oct-06
9688	Calbury Beverages B.V.	Switzerland	SUN DROP [STYLISED WORD]	32	367489	21-Jun-01	456199	21-Jun-01	Registered	21-Jun-13
1466	Calbury Beverages B.V.	United States of America	CRUSH [BUDDLE]	40	723268	24-Oct-01	723134, 905	06-Mar-01	Registered	24-Oct-13
26482	Calbury Beverages B.V.	United States of America	CRUSH [STYLISED WORD]	42	2418265	02-Jun-01	75639, 221	08-Feb-99	Registered	02-Jun-13
29768	Calbury Beverages B.V.	United States of America	CRUSH [STYLISED WORD]	40			78796771	17-Jun-06	Pending	
26461	Calbury Beverages B.V.	United States of America	CRUSH [WORD AND DEVICE]	32	2432766	02-Jun-01	75708, 222	06-Feb-99	Registered	02-Jun-13
26219	Calbury Beverages B.V.	United States of America	CRUSH [WORD]	38	2536979	05-Feb-02	75706486	22-Oct-98	Registered	05-Feb-12
8689	Calbury Beverages B.V.	United States of America	CRUSH [WORD]	32	192791	12-Aug-04	717156894	12-Aug-04	Registered	12-Aug-14
7580	Calbury Beverages B.V.	United States of America	CRUSH [WORD]	28	1424951	13-Jun-87	73792, 381	09-Apr-86	Registered	13-Jun-07
21446	Calbury Beverages B.V.	United States of America	CRUSH [WORD]	38	2625772	19-Oct-04	78214308	16-Oct-04	Registered	19-Oct-14
319078	Calbury Beverages B.V.	United States of America	HERES [WORD]	32	291467	11-Jun-05	782151647	14-Jun-04	Registered	11-Jun-15
3113	Calbury Beverages B.V.	United States of America	HERES [WORD]	32	1971423	21-Jun-86	73967, 439	01-Oct-83	Registered	21-Jun-08
8713	Calbury Beverages B.V.	United States of America	HERES [WORD]	32	24465	26-Jun-00	71034320	04-Nov-00	Registered	26-Jun-16
281965	Calbury Beverages B.V.	United States of America	HERES [WORD]	32			782674243	20-Jul-05	Pending	
25585	Calbury Beverages B.V.	United States of America	HERES BOTTLE BOTTLE [ASPH.]	32	2270568	26-Jun-99	759433392	31-Mar-98	Registered	26-Jun-08
3658	Calbury Beverages B.V.	United States of America	HERES BOTTLE BOTTLE [WORD]	32	0624058	16-Jun-98	768120038	12-Apr-97	Registered	16-Jun-14
3449	Calbury Beverages B.V.	United States of America	HERES BOTTLE	32	211371	30-Aug-07	71286, 119	19-Oct-06	Registered	30-Aug-07
3639	Calbury Beverages B.V.	United States of America	HERES BOTTLE	32	681364	11-Aug-09	72038, 376	04-Oct-07	Registered	11-Aug-09
211201	Calbury Beverages B.V.	United States of America	PEPSAHE [WORD]	32	2839809	06-Apr-04	76208260	21-Jan-03	Registered	06-Apr-14
TMID	COMPANY	COUNTRY	TRADEMARK	INT	REG.NO.	REG.DATE	APP.NO.	APP.DAT	STATUS	RENEWAL

SCHEDULE 1 - CADBURY BEVERAGES B.V. REGISTERED TRADEMARKS

22706	Cadbury Beverages B.V.	United States of America	PENAFRE (MARKED WORD)	32			78939392	13-Aug-06	Priority	
31484	Cadbury Beverages B.V.	United States of America	SUN DRUP (WORD)	32	297318	26-Oct-04	78916511	31-Oct-05	Registered	26-Oct-04
30868	Cadbury Beverages B.V.	United States of America	SUN DRUP (WORD)	32	297652	15-Apr-06	71293289	12-Dec-09	Registered	15-Apr-10
8991	Cadbury Beverages B.V.	Virgin Islands (US)	BLOE (WORD)	45	3524	26-Jun-07			Registered	26-Jun-07
8107	Cadbury Beverages B.V.	Virgin Islands (US)	CURSH (STYLED WORD)	32	5094	16-Mar-11			Registered	16-Mar-11
8123	Cadbury Beverages B.V.	Virgin Islands (US)	SHEE (STYLED WORD)		4062	11-Jun-09			Registered	20-Jun-10
8134	Cadbury Beverages B.V.	Virgin Islands (US)	OLD COLONY	32	4591	12-May-02			Registered	30-Aug-07
8159	Cadbury Beverages B.V.	Virgin Islands (US)	SUN DRUP		5729	15-Apr-06			Registered	15-Apr-10

**Schedule 2
Contracts**

PART A: Novated Contracts

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PART B: Terminated Contracts


1. Trade mark License Agreement dated 6 October 1989 between Assignor and Cadbury Schweppes Inc.

Schedule 3
Domain Names

<i>Domain</i>	<i>Registrant</i>	<i>Status</i>
Crush.com.mx	Assignor	Registered
Hiresrootbeer.com	Assignor	Registered

Signed by
for and on behalf of
CADBURY BEVERAGES B.V.


By: D.J. Anlay
As: Director


By: W.J. Langveld
As: Director

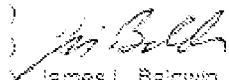
Signed by
for and on behalf of
DR PEPPER/SEVEN UP, INC

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)
)

TR000070000

Signed by)
for and on behalf of)
CADBURY BEVERAGES B.V.)

Signed by)
for and on behalf of)
DR PEPPER/SEVEN UP, INC

) 
) James L. Baldwin, Executive Vice President
) & Secretary

TRADITION