

**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>
KELLOGG USA INC		05/19/2006	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEEBLER HOLDING CORP.		
<b>Street Address:</b>	ONE KELLOGG SQUARE, PO BOS 3599		
<b>City:</b>	BATTLE CREEK		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49016-3599		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3083384	KELLOGG'S SMORZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(269)961-3276		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	269-961-2170		
<b>Email:</b>	trademarks@kellogg.com		
<b>Correspondent Name:</b>	DAVID HERDMAN		
<b>Address Line 1:</b>	ONE KELLOGG SQUARE, PO BOX 3599		
<b>Address Line 4:</b>	BATTLE CREEK, MICHIGAN 49016-3599		
<b>NAME OF SUBMITTER:</b>	DAVID A HERDMAN		
<b>Signature:</b>	/DAVID A HERDMAN/		
<b>Date:</b>	05/23/2006		

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Total Attachments: 2  
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**TRADEMARK ASSIGNMENT**

This assignment made this 19<sup>TH</sup> day of May, 2006, by and between KELLOGG USA INC., (hereinafter "Assignor"), a Michigan corporation, having its principal place of business at One Kellogg Square, Battle Creek, Michigan 49016, and KEEBLER HOLDING CORP., (hereinafter "Assignee"), a Georgia corporation having its principal place of business at One Kellogg Square, Battle Creek, Michigan 49016.

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 privities therewith.

KELLOGG USA INC.

Signature: 

Typed: Gary H. Pilnick

Title: Vice President

Date: May 19, 2006

KEEBLER HOLDING CORP.

Signature: 

Typed: James K. Markey

Title: Secretary

Date: May 19, 2006

SCHEDULE A

Mark	Registration No.	Serial No.
KELLOGG'S SMORZ	3083384	78172422