

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
Leaf Sverige AB		07/19/2006	Aktiebolag: SWEDEN

RECEIVING PARTY DATA

Name:	Cadbury Adams USA LLC
Street Address:	389 Interpace Parkway
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78516169	AQUALIFE
Registration Number:	2645523	
Serial Number:	78516148	DOUBLE UPS
Registration Number:	1273762	SWEDISH FISH
Serial Number:	78516107	SWEDISH FISH AQUALIFE
Serial Number:	78529154	SWEDISH FISH AQUALIFE
Serial Number:	78516126	SWEDISH FISH DOUBLE UPS
Serial Number:	78529203	SWEDISH FISH DOUBLE UPS
Registration Number:	2604468	THE SOFT CHEWY CANDY WITH FLAVOR THAT LASTS FROM HEAD TO TAIL

CORRESPONDENCE DATA

Fax Number: (914)612-6325
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 914.612.4701

OP \$240.00 78516169

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:	PROJECT LURE ASSIGNMENT
NAME OF SUBMITTER:	Daniel Chung
Signature:	/Daniel Chung/
Date:	10/06/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**"), dated as of July 19, 2006, is made by and between Leaf Sverige AB ("**Assignor**") and Cadbury Adams USA LLC ("**Assignee**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Purchase Agreement, dated as of July 19, 2006 (the "**Purchase Agreement**"), between Assignor and Assignee, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of the Assignor's right, title and interest in, to and under the Assigned Intellectual Property, free and clear of all Liens.

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of the Assignor's right, title and interest in, to and under the marks and/or trade names set forth on Schedule A hereto, together with all goodwill associated therewith (collectively, the "**Marks**");

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all of Assignor's right, title, and interest in, to and under the Marks.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors and assigns.
3. Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents as may be reasonably necessary to transfer and assign to and vest in the Assignee ownership of and good title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Conflicts with Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.



6. Governing Law. This Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of New York, without giving effect to any choice of Law or conflicts of Law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

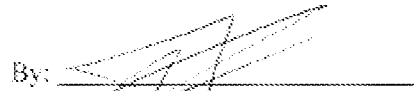
7. Counterparts. This Assignment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Assignment may be effected by means of an exchange of facsimile signatures.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

SELLER:

LEAF SVERIGE AB

By: 
Name: *M. J. J. J.*
Title: *Director*

BUYER:

CADBURY ADAMS USA LLC

By: _____
Name:
Title:

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

SELLER:


LEAF SVERIGE AB

By: _____
Name:
Title:

BUYER:

CADBURY ADAMS USA LLC

By:  _____
Name: JAMES REED
Title: EVP/ACTO


7/19/06

JILL ALYSON DeFLUMERI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 04/13/2011
7/19/06

[Signature page to Trademark Assignment]

SCHEDULE A

U.S. Marks

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
AQUALIFE	78/516169	November 12, 2004	Pending	Pending
DEVICE MARK (fish scales)	76/290826	July 26, 2001	2645523	November 5, 2002
DOUBLE UPS	78/516148	November 12, 2004	Pending	Pending
SWEDISH FISH	73/364478	May 13, 1982	1273762	April 10, 1984
SWEDISH FISH AQUALIFE	78/516107	November 12, 2004	Pending	Pending
SWEDISH FISH AQUALIFE (device)	78/529154	December 8, 2004	Pending	Pending
SWEDISH FISH DOUBLE UPS	78/516126	November 12, 2004	Pending	Pending
SWEDISH FISH DOUBLE UPS (device)	78/529203	December 8, 2004	Pending	Pending
THE SOFT CHEWY CANDY WITH FLAVOR THAT LASTS FROM HEAD TO TAIL	76/291559	July 26, 2001	2604468	August 6, 2002

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