

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
6277331 Canada Inc.		09/03/2004	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Concord Confections Ltd.		
Street Address:	345 COURTLAND AVENUE		
City:	CONCORD		
State/Country:	CANADA		
Postal Code:	L4K 5A6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2658232	TWINKLERS	
CORRESPONDENCE DATA			
Fax Number:	(617)646-8646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210-2206		
ATTORNEY DOCKET NUMBER:	C1185.40000US00		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 2658232

Address Line 4:

NAME OF SUBMITTER:

Douglas R. Wolf

Signature:

/drw/

Date:

01/05/2007

Total Attachments: 10

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**ASSIGNMENT OF INTELLECTUAL PROPERTY OF
6277331 CANADA INC.**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is entered into as of the ~~30~~²⁸ day of August, 2004 (the "Effective Date"), by and between 6277331 Canada Inc., a Canada corporation ("Canada"), and Concord Confections Ltd., a Canada corporation ("Concord Ltd").

WHEREAS, Canada desires to assign, and Concord Ltd desires to acquire, the Assigned Intellectual Property (as described herein) ("Intellectual Property");

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Canada hereby assigns to Concord Ltd all of Canada's worldwide right, title and interest in and to the Trademarks listed in the attached Schedule A, including all common law rights, together with the business and the goodwill of the business symbolized thereby.
2. Canada assigns to Concord Ltd its successors and assigns, Canada's entire right, title and interest of every kind and character throughout the world in and to all unregistered trademarks, trademark rights including at common law, trade names, trade name rights, trade dress, logos, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill of the business associated therewith.
3. Canada assigns to Concord Ltd its successors and assigns Canada's entire right, title and interest of every kind and character throughout the world in and to all copyrightable works, copyright registrations and applications, and unregistered copyrights.
4. Canada assigns to Concord Ltd its successors and assigns, Canada's entire right, title and interest of every kind and character throughout the world in and to all software, computer programs, computer systems, modules and related data.
5. Canada assigns to Concord Ltd its successors and assigns, Canada's entire right, title and interest of every kind and character throughout the world in and to all internet domain names, including but not limited to those listed in Schedule B attached hereto, and internet websites and the content thereof.
6. Canada assigns to Concord Ltd its successors and assigns, Canada's entire right, title and interest of every kind and character throughout the world in and to all categories of confidential and proprietary information, including, without limitation, trade secrets, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists and data, pricing and cost information, business and marketing plans and proposals, inventions, invention disclosures (whether or not patentable and whether or not reduced to practice),

inventor rights, reports, quality records, engineering notebooks, models, processes, procedures, drawings, designs, ingredient or component lists, plans, proposals, financial and marketing data, and all other confidential and proprietary rights information.

7. Canada hereby grants to Concord Ltd the right to sue and recover damages for past, present and future infringement of the Intellectual Property.

8. Canada further agrees to execute all documents requested in the future, and do such other acts, as may be deemed reasonably necessary to complete transfer of the Intellectual Property in accordance with the spirit of this Agreement. If permitted by law, Canada hereby grants a Power of Attorney to Concord Ltd to execute documents on its behalf to cause a transfer of recordation of the Intellectual Property.

9. The Agreement shall be binding on either party's successors, assigns, subsidiaries, and similar entities.

6277331 Canada Inc.

September 3, 2004
Date

By: Virginie B. Musbauer
Name:
Title:

STATE OF : Canada
COUNTY OF : QUEBEC, Montreal

Subscribed to and sworn before me this 3 day of September 2004

SEAL

Notary
Notary Public
My Commission Expires _____

D 1186. ISABELLE DUCHARME, Notary
D1186

Concord Confections Ltd.

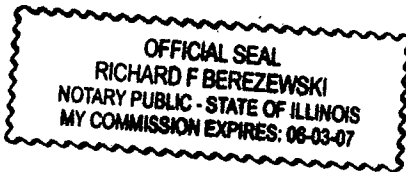
August 30, 2004
Date

By: Eileen R Gordon
Name: Eileen R. Gordon
Title: President and Chief Operating Officer

STATE OF ILLINOIS
COUNTY OF COOK


Subscribed to and sworn before me this 30th day of August 2004

SEAL



Richard F Berezewski
Notary Public
My Commission Expires 6/3/07







Schedule "A"

CANADIAN TRADE MARKS		
Trademark	App. No.	Reg. No.
	1,068,590	
ABC GUM		435,574
BALL-DOZERS		403,345
BIG CHEW		442,725
BIG WAD		170,809
BLOX		482,495
BONANZA		472,845
BOO-BOO JERKERS		404,930
BUBBLE BLOX		518,264
BUILD 'EM AND EAT 'EM		494,097
CANDY STAMPERS		508,802
CHEW'S YOUR NAME		424,322
CONCORD		394,293
CRY BABY		418,907
DUBBLE BUBBLE		UCA750
FLAME 'N BLIZZARD		399,314
FRESH MOUTH		386,166
FUN GUM		611,596
HAT TRICK		299,599
HERCULES		435,334
KID GUMBALL		379,527
KNEE JERKERS		398,106
MAGIC COLORS		117,779
MAMA ROSA'S		403,346
NIK-L-NIP	1,165,256	
OH BABY		435,301
RAZZLES	1,122,833	




CANADIAN TRADE MARKS

Trademark	App. No.	Reg. No.
SWELL		129,312
TEACHERS PET		376,290
TEAR JERKERS		389,781
THRILLS		473,496
TONGUE SPLASHERS		435,560
TOUR DU CHAPEAU		299,600
TRIPLE CHEW		471,543
TWINKLER		599,606
WACK-O-WAX		613,640
WHISTLE 'N CHEW		455,105
WHISTLERS		456,099
WOWEE		613,072
WOWEE WHISTLE		613,106

U. S. TRADEMARKS

Trademark	Serial No.	Reg. No.
BLOX	76/598,836	
		2,638,407
		2,505,036
		2,262,631
DUBBLE BUBBLE		1,865,362
		1,740,049
BLEEP- BLIPS		1,202,237
		1,146,357
		1,117,394
EARTH-SHAKERS		1,047,792

U. S. TRADEMARKS

Trademark	Serial No.	Reg. No.
<i>SmartHearts</i>		1,047,791
		1,037,602
Chewola		1,004,339
		872,792
		835,182
razzles		820,866
ALLIGATOR EGGS		1,548,538
AMERICA'S FAVORITE SOUR GUM		2,347,915
ANIMAL BUBBLES		1,354,508
ARCTIC CHEWS		2,191,447
BALL-DOZERS		1,774,351
BIG CHOICE		818,812
BIG SHOT		854,780
BLO-HO-HO		1,843,818
BLOX		2,153,179
BUBBLE BLOX		2,684,810
BUBBLE BUCK		816,328
BUBBLE BUNNY		1,481,780
BUBBLE GUM FUN		833,025
BUBBLE HEAD		1,409,724
BUBBLE MACHINE		1,084,163
BUBBLE POPCORN		2,267,831
BUBBLE POPS	76/589,027	
BUBBLE POPS		748,252
BUILD 'EM & EAT 'EM		2,152,920
BULK VALUE	76/534,376	
BUNNY HOPS		2,157,581
BUNNY'S DOZEN		1,886,684

U . S . TRADEMARKS

Trademark	Serial No.	Reg. No.
CHECKERED FLAG		2,700,123
CHEW'EMS		1,346,582
CONCORD		1,727,904
COOL CHEWS FOR FRESH BREATH		2,196,496
CRAZY FRUIT		868,234
CRY BABY		2,519,792
CRY BABY		1,763,086
CRY BABY TEARS		1,740,048
DOGGIE MAN		1,297,920
DRAC'S BATS		2,008,975
DUBBLE BUBBLE		1,658,380
EASTER BASKET EGGS		2,572,364
EASTER FLOWERS		2,179,633
EAT YOUR VEGGIES		2,867,331
EGG HUNT FUN		1,719,566
EL BUBBLE		633,280
FIREPLUG CANDY		1,357,059
FRESH MOUTH		1,593,261
FRUIT HEADS		1,192,595
FRUIT STIX		709,157
FUN GUM	76/508,056	
FUN WITH GUM		832,622
FUN ZONE		1,868,952
GAD ZILLIONS		2,317,291
GAME TIME		2,155,289
GIVE-A-HEART		1,478,908
GOLD ROCKS		2,216,764
GUMSUCKERS	76/589,031	
GUMSUCKERS		1,247,830
GUMWICH		1,248,568

U.S. TRADEMARKS

Trademark	Serial No.	Reg. No.
HEROS		1,066,342
HORROR POPS		2,005,059
HOT-CHU		639,810
ICE BLUE SERIOUS BREATH MINTS	76/238261	
JACK HAMMER		2,408,461
JOE BLO		1,165,731
KID GUMBALL		1,603,944
KNUCKLE BALL		1,363,631
MAGIC		689,189
MAGIC BUBBLES		1,408,816
MAGIC COLORS		629,666
MAGIC FLAVORS		829,879
MAGIC FLOWERS		1,392,545
MIGHTY BUBBLE		832,256
NIK-L-NIP	76/508,057	
OFFICE PLEASURES		1,807,806
OH BABY		1,849,519
PARLIAMINTS		2,798,823
PEN PALS		2,502,389
PINK OWL		629,667
PUD		1,946,825
PUMPKIN FACE		1,483,732
RASCALS		2,056,203
RAZZLES		2,095,007
RUBBLE GUM		2,452,911
SATELLITES		659,600
SEEDLINGS		2,096,040
SODA JERK		1,307,338
SODA STRAWS		1,247,829
SPIDER-EGGS		1,148,090

U.S. TRADEMARKS

Trademark	Serial No.	Reg. No.
SUPER CHEWS		2,143,335
SUPERSTAR		961,030
SWELL		629,668
TEAR JERKERS		1,718,447
TONGUE SPLASHERS		1,947,125
TWINKLERS		2,658,232
WACK-O-WAX	76/503,227	
WHISTLE 'N CHEW		2,046,732
WHISTLERS		2,029,589
WOWEE	76/503,609	
WOWEE WHISTLE	76/503,602	
YOLK UM'S		1,873,366

Schedule "B"

Canadian Industrial Design Reg. No. 94,274 for "Gumball" issued December 31, 2004

Domain Name	Registrar
dubblebubble.com	network solutions
dubblebubble.org	network solutions
dubblebubble.net	network solutions
dubblebubble.biz	network solutions
dubblebubble.us	internic.ca
dubblebubble.info	internic.ca
dubblebubble.ca	internic.ca
concordconfections.com	network solutions
concordconfectionsinc.com	network solutions
concordgum.com	network solutions
concordconfections.ca	internic.ca
concordconfectionsinc.ca	internic.ca
wackowax.com	internic.ca
niknip.com	internic.ca
swellgum.com	amerihost