

**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>
Dagoba Organic Chocolates, LLC		02/07/2007	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Artisan Confections Company		
<b>Street Address:</b>	100 Crystal A Drive		
<b>Internal Address:</b>	Law Department		
<b>City:</b>	Hershey		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17033		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78905519	DAGOBA	
<b>Serial Number:</b>	78905492	FULL CIRCLE SUSTAINABILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(717)534-7549		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7175347911		
<b>Email:</b>	lduquette@hersheys.com		
<b>Correspondent Name:</b>	Lois B. Duquette		
<b>Address Line 1:</b>	100 Crystal A Drive		
<b>Address Line 2:</b>	Law Department		
<b>Address Line 4:</b>	Hershey, PENNSYLVANIA 17033		
<b>NAME OF SUBMITTER:</b>	Lois B. Duquette		
<b>Signature:</b>	/Lois B. Duquette/		

OP \$65.00 78905519

Date:

02/13/2007

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") executed this 7<sup>th</sup> day of February, 2007 but effective as of October 19, 2006 (the "Effective Date"), is made by and between Dagoba Organic Chocolates, LLC whose address is 1105 Benson Way, Ashland, Oregon ("Assignor") and Artisan Confections Company, a California corporation with an office at 100 Crystal A Drive, Hershey, Pennsylvania 17033("Assignee").

WHEREAS, simultaneously herewith Assignor and Assignee will enter into that certain Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement");

WHEREAS, Assignor desires to quitclaim, sell, assign, and transfer to Assignee, and Assignee desires to receive, any and all right, title, and interest Assignor may have in and to the right, title and interest in and to each trademark, trademark application for registration and registration identified on Schedule IA, common law and any and all other rights appertaining thereto, any and all modifications, variations or extensions thereof; the trade dress heretofore used in connection with or heretofore relating to such trademarks, and/or the products heretofore bearing such trademarks, and any modifications, variations or extensions of such trade dress, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks"); and

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 Oregon 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.

**DAGOBA ORGANIC CHOCOLATES, LLC**

**ARTISAN CONFECTIONS COMPANY**

By: JF Schilling  
Name: JF SCHILLING  
Title: CHAIRMAN

By: B.S. Martin  
Name: B.S. MARTIN  
Title: ASST. SECRETARY

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF OREGON                    )  
  )  
COUNTY OF JACKSON                )        ss:

The following instrument was acknowledged before me on the 7th day of February, 2007, by Jon Schilling as Chairman of Dagoba Organic Chocolates LLC.

Witness my hand and official seal.



*Fawn M. Jones*  
\_\_\_\_\_  
Signature of the Notary

[NOTARY SEAL]

**Schedule IA  
Trademarks and Service Marks**

Dagoba (SN 78905519)

Full Circle Sustainability (SN 78905492)

You can deprive the body, but the soul needs chocolate.

Roseberry

Eclipse

New Moon

The Art of Chocolate Alchemy

Single Origin Chocolate

The Cacao Aracana

Chocolate is the food of the gods. Cacao nibs are its very heart.

The heart of cacao

Chocodrops