

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	05/27/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kraft Foods Holdings, Inc.		05/11/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Jel Sert Co.		
Street Address:	Highway 59 and Conde Street		
City:	West Chicago		
State/Country:	ILLINOIS		
Postal Code:	60185		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78689959	MR. FREEZE	
CORRESPONDENCE DATA			
Fax Number:	(630)231-9050		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	630-876-4840		
Email:	lknasel@jelsert.com		
Correspondent Name:	Laurie Knasel		
Address Line 1:	Highway 59 and Conde Street		
Address Line 2:	The Jel Sert Company		
Address Line 4:	West Chicago, ILLINOIS 60185		
NAME OF SUBMITTER:	Laurie Knasel		
Signature:	/laurie knasel/		
Date:	07/12/2007		

OP \$40.00 78689959

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TRADEMARK
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") dated as of May 11, 2007 and effective as of the Closing Date (as such term is defined in the Purchase Agreement), is by and between Kraft Foods Holdings, Inc., a Delaware Corporation, located at Three Lakes Drive, Northfield, Illinois 60093 (the "Assignor") and The Jel Sert Co., an Illinois Corporation, located at Highway 59 and Conde Street, West Chicago, Illinois 60185 (the "Assignee").

WHEREAS, for many years, Assignor, and its predecessors and affiliates, used the trademark MR. FREEZE, in word and design forms, in connection with frozen confections and flavored liquid preparations for making frozen pops (the "Mark");

WHEREAS, Assignor's Affiliate Kraft Foods Global, Inc. ("Affiliate") and Assignee have entered into an Asset Purchase Agreement ("Purchase Agreement") dated as of May 11, 2007, pursuant to which Assignor's Affiliate is selling to Assignee certain assets pertaining to its manufacture, marketing, packaging and sale of flavored liquid preparations for making frozen pops, including the Inventory, Equipment, Intellectual Property, Purchase Orders, and Transferred Information identified therein;

WHEREAS, as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement, Assignor's Affiliate has agreed to cause Assignor to enter into this Agreement;

WHEREAS, Assignor is the owner of a pending registration application filed in the United States Patent and Trademark Office for the mark MR. FREEZE, Serial No. 78/689,959, filed August 10, 2005 for frozen confections (the "Application");

WHEREAS, Assignor is desirous of assigning all right, title and interest that it may have in and to the Mark, and any and all goodwill associated therewith, together with the Application, to the Assignee;

WHEREAS, Assignee is desirous of acquiring all right, title and interest that Assignor may have in and to the Mark, and any and all goodwill associated therewith, together with the Application;

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing Date, Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest that Assignor may have in and to the Mark (including those forms depicted on Exhibit 1), and any and all goodwill associated therewith, together with the Application, including without limitation: (i) any right to damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements of the Mark, and (iii) the right to oppose applications for the registration of confusingly similar marks.

Date: May 11, 2007

KRAFT FOODS HOLDINGS, INC.

By:

Name:

VP and Associate General Counsel

Date:

THE JEL SERT CO.

By:

Name:

Title:

Date:

WHEREAS, Assignor is desirous of assigning all right, title and interest that it may have in and to the Mark, and any and all goodwill associated therewith, together with the Application, to the Assignee;

WHEREAS, Assignee is desirous of acquiring all right, title and interest that Assignor may have in and to the Mark, and any and all goodwill associated therewith, together with the Application;

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing Date, Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest that Assignor may have in and to the Mark (including those forms depicted on Exhibit 1), and any and all goodwill associated therewith, together with the Application, including without limitation: (i) any right to damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements of the Mark, and (iii) the right to oppose applications for the registration of confusingly similar marks.

Date: May 11, 2007

KRAFT FOODS HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Date: _____

THE JEL SERT CO.

By: Kenneth E. Wegner

Name: Kenneth E. Wegner

Title: President

Date: _____

Exhibit 1 to
MR. FREEZE Trademark Assignment
by and between
Kraft Foods Holdings and Jel Sert Company
Dated May 11, 2007

MR. FREEZE

Mr. Freeze





ORIGINAL
MR. FREEZE





NGEDOCs: 1400769.1

RECORDED: 07/12/2007

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