

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
Mott's LLP	FORMERLY Mott's Inc.	12/12/2007	Limited Liability Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Dr Pepper/Seven Up, Inc.		
Street Address:	5301 Legacy Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2801147	VENOM	
Registration Number:	2564633	VENOM	
CORRESPONDENCE DATA			
Fax Number:	(914)612-6325		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	914.612.4701		
Email:	groupip@cs-americas.com		
Correspondent Name:	Daniel Chung, Esq.		
Address Line 1:	Cadbury Schweppes - 900 King Street		
Address Line 4:	Rye Brook, NEW YORK 10573		
ATTORNEY DOCKET NUMBER:	VENOM ASSIGNMENT		
NAME OF SUBMITTER:	Daniel Chung, Esq.		
Signature:	/Daniel Chung, Esq./		

OP \$65.00 2801147

Date:

12/13/2007

Total Attachments: 3

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ASSIGNMENT

Assignment, dated as of December 12, 2007 (this "Agreement"), between Mott's LLP, a Delaware company (the "Assignor") and Dr Pepper/Seven Up, Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, the parties desire that the Assignor sell, assign, transfer, convey and deliver to the Assignee, and that the Assignee purchase, acquire and accept from the Assignor, all of the right, title and interest of the Assignor in and to the Trademarks (as defined below), upon the terms and subject to the conditions of this Agreement.

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

1. Purchased Assets. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of the Assignor's right, title and interest in, to and under the trademark "VENOM," including the registrations set forth on the Attached Schedule A (all of such assets, hereinafter referred to as the "Trademarks").
2. Purchase Price. As consideration for the Trademarks, the Assignee hereby agrees to pay Assignor two thousand U.S. dollars (US\$2000).
3. Further Assurances. Each party hereto shall execute and deliver such additional instruments and other documents and shall take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of its obligations under this Agreement.
4. Entire Agreement and Counterparts. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law provisions or rule that could cause the application of the laws of any other jurisdiction.

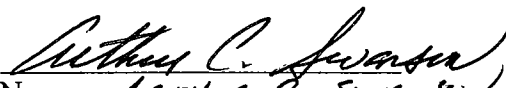
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first written above.

MOTT'S LLP

By: 
Name: Daniel Chung
Title: Vice President and Assistant Secretary

DR PEPPER/SEVEN UP, INC.

By: 
Name: ARTHUR C. SWANSON
Title: VP, Asst. Secretary

SCHEDULE A

MARK	REG. NO.	REG. DATE
VENOM	2801147	December 30, 2003
VENOM	2564633	April 23, 2002