

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
Cadbury Beverages Canada Inc.		12/31/1998	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Cadbury Confectionery Canada Inc.		
Street Address:	5000 Yonge Street		
Internal Address:	Suite 2100		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M2N 7E9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1529897	NEILSON MR.BIG	
CORRESPONDENCE DATA			
Fax Number:	(914)612-6325		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9146124707		
Email:	groupip@cs-americas.com		
Correspondent Name:	Daniel Chung		
Address Line 1:	Cadbury Schweppes - 900 King Street		
Address Line 4:	Rye Brook, NEW YORK 10573		
ATTORNEY DOCKET NUMBER:	CBCI TO CCCI (DRAKE)		
DOMESTIC REPRESENTATIVE			
Name:	Daniel Chung, Esq.		
Address Line 1:	Cadbury Schweppes - 900 King Street		
Address Line 4:	Rye Brook, NEW YORK 10573		

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NAME OF SUBMITTER:	Daniel Chung
Signature:	/Daniel Chung/
Date:	03/26/2008
Total Attachments: 8 source=1998 Transfer Agreement#page1.tif source=1998 Transfer Agreement#page2.tif source=1998 Transfer Agreement#page3.tif source=1998 Transfer Agreement#page4.tif source=1998 Transfer Agreement#page5.tif source=1998 Transfer Agreement#page6.tif source=1998 Transfer Agreement#page7.tif source=1998 Transfer Agreement#page8.tif	

TRANSFER AGREEMENT

THIS AGREEMENT is made as of December 31, 1998

BETWEEN:

CADBURY BEVERAGES CANADA INC., a corporation governed by the laws of Canada

(the "Vendor")

-and-

CADBURY CONFECTIONERY CANADA INC., a corporation governed by the laws of Canada

(the "Purchaser")

RECITALS:

A. The Vendor is the beneficial owner of 1 common share (the "NIL Share") in the capital of Neilson International Limited ("NIL"), a corporation governed by the laws of Canada, and 1 common share (the "CCCI Share") in the capital of Cadbury Chocolate Canada Inc. ("CCCI"), a corporation governed by the laws of Canada, (collectively the NIL Share and the CCCI Share are referred to as the "Purchased Shares").

B. The Vendor carries on the business of manufacturing and distributing chocolate and sugar confectionery products (the "Confectionery Business"), in addition to other business;

C. The Vendor desires to sell and the Purchaser desires to purchase the Purchased Shares and all of the undertakings and all of the property, contracts, and assets of every kind and description pertaining to the Confectionery Business as a going concern, excluding the assets identified in

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2 of this Agreement (the "Purchased Assets"), as of December 31, 1998 at the time and in the sequence set forth in the tax ruling dated December 24, 1998 issued by Revenue Canada in connection with the reorganization of the Canadian operations of Cadbury Schweppes PLC and its affiliates, (the "Effective Time").

NOW THEREFORE, the parties agree as follows:

1. **Purchase and Sale.** The Vendor hereby sells, transfers, conveys, assigns and delivers to the Purchaser and the Purchaser hereby purchases from the Vendor, as of the Effective Time, all of the Vendor's right, title and interest in and to the Purchased Shares and the Purchased Assets.
2. **Excluded Assets.** For greater certainty, the Vendor is not hereby selling, assigning, transferring or conveying to the Purchaser, any of the Vendor's right, title and interest in and to:
 - (a) any issued and outstanding shares in the capital of Trebor Allan Inc.;
 - (b) any assets relating to or used in the manufacture and sale of Fry's Cocos and Cadbury Instant Hot Chocolate; and
 - (c) legal title to the real properties of the Vendor at 277 Gladstone Avenue, Toronto, Ontario and 2844 Bristol Circle, Oakville, Ontario
3. **Purchase Price.** The purchase price for the Purchased Shares and the Purchased Assets shall be the aggregate fair market value thereof, which has been determined to be \$145,000,000 in addition to the value of unassumed liabilities (the "Purchase Price").
4. **Payment of Purchase Price.** The Purchase Price shall be paid and satisfied as follows:

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- (a) as to an amount equal to the liabilities relating to the Purchased Assets (the "Liabilities"), by the assumption by the Purchaser of the Liabilities; and
- (b) as to the balance of the Purchase Price, by the issuance of 99 common shares (the "New CCCI Shares") in the capital of the Purchaser to the Vendor and the delivery to the Vendor of a share certificate or certificates representing the shares registered in the name of the Vendor.

5. **Allocation of Purchase Price.** The Vendor and the Purchaser shall mutually determine the allocation of the Purchase Price among the Purchased Shares and the Purchased Assets.

6. **Assumption of Liabilities.** The Purchaser hereby assumes and agrees to discharge or perform when due, the Liabilities.

7. **Assignment of Contracts/Assistance by Vendor.** Nothing in this Agreement shall be construed as an attempt to assign any Purchased Assets described as a contract or lease which, as a matter of law, is not assignable in whole or in part without the consent of the other party or parties thereto, unless such consent shall have been given. In order that the Purchaser may realize the full benefit of contracts and leases which may comprise part of the Purchased Assets, the Vendor will at the request, expense and under the direction of the Purchaser, in the name of the Vendor:

- (a) take all such action and do all things necessary in order that the obligations of the Vendor thereunder may be performed such that the value of the leases and contracts shall be preserved and shall enure to the benefit of the Purchaser, and that the collection of moneys due and payable to the Purchaser in and under the contracts and leases shall be received by the Purchaser; and

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- (b) promptly pay over to the Purchaser all moneys collected by or paid to the Vendor in respect of every such contract and lease.

8. **Section 85 Election.** It is intended that the transfer hereunder of the Purchased Shares and the Purchased Assets be on a tax-deferred basis to the Vendor for purposes of the *Income Tax Act* (Canada) (the "ITA") and applicable provincial income tax statutes. In order to give effect to this intention, the Vendor and the Purchaser shall, in a timely manner, jointly execute and file elections under Section 85 of the ITA in prescribed form and elections in prescribed form under the corresponding provisions of applicable provincial income tax statutes in respect of the transfer hereunder of the Purchased Assets and the Purchased Shares. The elected amounts (the "Elected Amounts") for purposes of each such election will be determined by the Vendor in a manner consistent with the above-described intention.

9. **Adjustment to Purchase Price or Elected Amounts.**

- (a) The Vendor and the Purchaser agree that should they subsequently mutually determine, or should Revenue Canada or any other taxing authority issue, or propose to issue, assessments or reassessments of additional liability for taxes, or any other subject by reason of asserting that the Purchase Price is less than or greater than the fair market value of the Purchased Assets and the Purchased Shares, or that the consideration received by the Vendor is more or less than the fair market value of the Purchased Assets and the Purchased Shares, or that an elected amount is more or less than the Elected Amount for either the NIL Share, the CCCI Share or a particular asset as determined by the Vendor, then the Purchase Price, the consideration therefor, or the Elected Amount, as the case may be, shall be increased or decreased as necessary but only to the extent that the Purchase Price or consideration or Elected Amount so revised is acceptable to the parties hereto or to both the taxing authority and the parties hereto, as the case may be, or is established by a court of competent

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jurisdiction (after all appeal rights have been exhausted or all times for appeal have expired without appeals having taken) to be the fair market value of the Purchased Assets and the Purchased Shares (in the case of the Purchase Price or consideration) or any Elected Amount, as the case may be.

- (b) If the Purchase Price or consideration is varied in the circumstances described above, the Vendor and the Purchaser shall take such steps as may be necessary to reflect properly an appropriate adjustment to the Purchase Price and consideration as varied.
- (c) If an Elected Amount is varied in the circumstances described above, the Vendor and the Purchaser shall file a revised election under the provisions of subsection 85(1) of the ITA and the provisions of all corresponding provincial legislation to give effect to their intention that the Elected Amounts be equal to the amounts determined by the Vendor.

10. **Representations and Warranties of the Vendor.** The Vendor represents and warrants that:

- (a) the Vendor is the legal and beneficial owner of the Purchased Shares and the Purchased Assets with good and valid title, free and clear of all encumbrances other than as approved by the Purchaser;
- (b) the Vendor has all the necessary corporate power, authority and capacity to enter into this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action of the Vendor;
- (c) the Vendor is not a non-resident of Canada for the purposes of the ITA; and

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- (d) The Vendor is duly registered under subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and harmonized sales tax and under Division I of Chapter VIII of Title I of the *Quebec Sales Tax Act* with respect to the Quebec sales tax.

11. **Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants that:

- (a) upon transfer of the Purchased Assets and Purchased Shares and the issuance of the New NCCI Shares, the New NCCI Shares will be validly issued by the Purchaser as fully paid and non-assessable;
- (b) the Purchaser has all the necessary corporate power, authority and capacity to enter into this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action by the Purchaser;
- (c) the Purchaser is not a non-resident of Canada for the purposes of the *Income Tax Act* and,
- (d) The Purchaser is duly registered under subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and harmonized sales tax and under Division I of Chapter VIII of Title I of the *Quebec Sales Tax Act* with respect to the Quebec sales tax.

12. **GST Election.** The Vendor and the Purchaser shall jointly elect under subsection 156 of Part IX of the *Excise Tax Act* (Canada) and any provincial legislation imposing a similar value added or multi-staged tax, that no tax be payable with respect to the sale and purchase of the Purchased Assets

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pursuant to this Agreement. The Vendor and the Purchaser shall make such elections in the prescribed form containing prescribed information pursuant to the *Excise Tax Act* and any other provincial legislation imposing a similar value added or multi-staged tax.

13. **Accounts Receivable Election.** The Vendor and the Purchaser shall execute an election as to the sale of accounts receivable under Section 22 of the *Income Tax Act (Canada)* or any similar tax legislation.

14. **Sales Taxes.** The Purchaser shall pay directly to the appropriate taxing authorities all federal and provincial sales, transfer and other similar taxes and charges payable in respect of the purchase of the Purchased Assets

15. **Further Assurances.** The parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

16. **Effective Conveyance.** This Agreement shall operate as an actual conveyance, transfer, assignment and setting over of all the right, title and interest of the Vendor in and to the Purchased Shares and Purchased Assets. The Vendor shall at the request of the Purchaser, sign, execute, and deliver all documents, transfers, assignments, matters and things which are convenient and necessary or which counsel for the Purchaser may advise for more completely and effectually conveying, assigning and transferring to or vesting the Purchased Assets or the Purchased Shares in the Purchaser and all the right, title and interest of the Vendor therein.


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17. **Miscellaneous.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein. This agreement shall ensure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the Vendor and the Purchaser have executed this agreement as of the date first written above.

CADBURY BEVERAGES CANADA, INC.

By: 
Shari Hosaki

CADBURY CONFECTIONERY CANADA INC.

By: 
Shari Hosaki

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