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 Delaware Inc.		04/29/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Cadbury Ireland Limited
Street Address:	Malahide Road, Coolock
City:	Dublin
State/Country:	IRELAND
Postal Code:	5
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3136939	ALMOND JOY
Registration Number:	0443802	ALMOND JOY
Registration Number:	1339397	GET THE SENSATION
Registration Number:	0793718	INDESCRIBABLY DELICIOUS
Registration Number:	3099037	MOU
Registration Number:	1982982	MOUNDS
Registration Number:	0162338	MOUNDS
Registration Number:	0523876	PETER PAUL
Registration Number:	0813122	PETER PAUL
Registration Number:	3131004	PETER PAUL
Registration Number:	1981589	PETER PAUL
Registration Number:	1863854	PETER PAUL ALMOND JOY MILK CHOCOLATE COVERED COCONUT EGG WITH ALMOND
Registration Number:	1864856	PETER PAUL MOUNDS DARK CHOCOLATE COVERED COCONUT EGG

OP $590.00 3136939

Registration Number:	0650628	POWER HOUSE
Registration Number:	0955337	SIDEKICKS
Registration Number:	1611447	SOMETIMES YOU FEEL LIKE A NUT...SOMETIMES YOU DON'T...
Registration Number:	0919491	TWIRLERS
Registration Number:	3209630	YORK
Registration Number:	1644557	YORK
Registration Number:	0564557	YORK
Registration Number:	1571192	YORK
Registration Number:	3134153	YORK
Registration Number:	3278991	YORK

CORRESPONDENCE DATA

Fax Number: (914)612-6325

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 914-612-4852

Email: groupip@cs-americas.com

Correspondent Name: Daniel Chung - Cadbury

Address Line 1: 900 King Street

Address Line 4: Rye Brook, NEW YORK 10573

ATTORNEY DOCKET NUMBER:	CBDI ASSIGNMENTS (HERSHEY

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Daniel Chung
Signature:	/Daniel Chung/
Date:	06/26/2008

Total Attachments: 4

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ASSIGNMENT OF PPY TRADEMARKS AND DOMESTIC AGREEMENTS

WHEREAS, on August 25, 1988, an agreement known as the Peter Paul/York Domestic Trademark and Technology License Agreement was entered into between CBI Holdings, Inc. (known at that time as Cadbury Schweppes Inc.) as licensor under such agreement, and Hershey Foods Corporation ("Hershey"), as licensee under such agreement (as amended to date, the "PPY Domestic Agreement");

WHEREAS, CBI Holdings, Inc. transferred ownership of the trademarks licensed under the PPY Domestic Agreement and assigned its rights and obligations as licensor under the PPY Domestic Agreement to Cadbury Beverages Delaware, Inc. of 900 King Street, Rye Brook, NY10573-1238, USA ("CBDI");

WHEREAS, Hershey assigned its rights and obligations under the PPY Domestic Agreement to Homestead, Inc. ("Homestead");

WHEREAS, in connection with the aforesaid assignment, Homestead sublicensed to Hershey its rights and certain of its responsibilities under the PPY Domestic Agreement pursuant to a sublicense of the PPY Domestic Agreement (the "PPY Domestic Sublicense Agreement");

WHEREAS, Homestead was subsequently merged with and into Hershey Chocolate & Confectionery Corporation ("HCCC");

WHEREAS, the PPY Domestic Sublicense Agreement was subsequently amended and restated, effective as of January 1, 1999, to, among other things, add CBDI as a party thereto so as to place CBDI in direct privity with Hershey and HCCC with respect to the PPY Domestic Sublicense Agreement;

WHEREAS, CBDI desires to transfer to Cadbury Ireland Limited of Malahide Road, Coolock, Dublin 5, Ireland its ownership interests in the trademarks set forth on Exhibit A hereto (the "Marks") and related rights licensed by CBDI to HCCC pursuant to the PPY Domestic Agreement and sublicensed by HCCC to Hershey pursuant to the PPY Domestic Sublicense Agreement, as the result of a proposed separation of the Cadbury Schweppes plc's ("CS") North American beverages business from the remainder of the CS business, which will include the separation of CBDI, and Cadbury Ireland Limited desires to accept such assignment; and

WHEREAS, CBDI desires, in connection with the transfer of ownership of the Marks and related rights, to assign to Cadbury Ireland Limited its rights and responsibilities under each of the PPY Domestic Agreement and the PPY Domestic Sublicense Agreement, and Cadbury Ireland Limited desires to accept such assignment and to assume the duties and obligations of CBDI under each of such agreements.

NOW, THEREFORE, for good and valuable consideration:

1. CBDI does hereby assign unto Cadbury Ireland Limited all of CBDI's right, title and interest in, to and under the Marks together with the goodwill associated with the Marks, including, without limitation, any of CBDI's right, title and interest under common law. All rights and privileges, including, without limitation, the right to sue for and receive damages from

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the past infringements of the Marks, shall be held and enjoyed by Cadbury Ireland Limited and its successors and assigns.

2. CBDI does hereby assign unto Cadbury Ireland Limited all of CBDI's rights and responsibilities under each of the PPY Domestic Agreement and the PPY Domestic Sublicense Agreement. Cadbury Ireland Limited hereby accepts the assignment of each of the PPY Domestic Agreement and the PPY Domestic Sublicense Agreement and undertakes to perform the duties and obligations of CBDI under each of such agreements.

3. As consideration for the assignments set forth in Section 1 and 2 above, Cadbury Ireland Limited shall pay to CBDI [redacted]

4. CBDI does hereby agree to execute and deliver at any future date any additional documents as may be reasonably necessary to transfer and assign to and vest in Cadbury Ireland Limited ownership of and good title to the Marks and all other rights transferred hereunder.

5. CBDI does hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Cadbury Ireland Limited as the assignee and owner of any and all of CBDI's rights in the Marks.

6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, United States of America, without giving effect to the conflicts of law principles thereof, and the parties hereto submit to the exclusive jurisdiction of the federal and state courts located in New York, New York in relation to all matters arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment effective as of 29th April, 2008.

CADBURY BEVERAGES DELAWARE INC.

By: _____ _____
James L. Baldwin Date
Executive Vice President & Secretary

CADBURY IRELAND LIMITED

By: _____ _____
Date

the past infringements of the Marks, shall be held and enjoyed by Cadbury Ireland Limited and its successors and assigns.

2. CBDI does hereby assign unto Cadbury Ireland Limited all of CBDI's rights and responsibilities under each of the PPY Domestic Agreement and the PPY Domestic Sublicense Agreement. Cadbury Ireland Limited hereby accepts the assignment of each of the PPY Domestic Agreement and the PPY Domestic Sublicense Agreement and undertakes to perform the duties and obligations of CBDI under each of such agreements.

3. As consideration for the assignments set forth in Section 1 and 2 above, Cadbury Ireland Limited shall pay to CBDI [redacted]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment effective as of 29th April, 2008.

CADBURY BEVERAGES DELAWARE INC.

By:_____ _____
Date

CADBURY IRELAND LIMITED

By: _____ 30/4/2008
Date

Exhibit A

COUNTRY	TRADEMARK	APPLICATION NO.	REGISTRATION NO.	TRADEMARK STATUS
[redacted]				
United States of America	ALMOND JOY	71499273	443802	Registered
United States of America	ALMOND JOY (Cookies)	78509186	3136939	Registered
[redacted]				
United States of America	GET THE SENSATION	73501233	1339397	Registered
United States of America	INDESCRIBABLY DELICIOUS	72187143	793718	Registered
United States of America	MOU and Design (MOUNDS Design Square)	78405847	3099037	Registered
United States of America	MOUNDS	74548112	1982982	Registered
United States of America	MOUNDS	71141801	162338	Registered
[redacted]				
United States of America	PETER PAUL (Coconut)	74548111	1981589	Registered
United States of America	PETER PAUL (Cookies)	78509201	3131004	Registered
United States of America	PETER PAUL ALMOND JOY MILK CHOCOLATE COVERED COCONUT EGG and Design	74462931	1863854	Registered
United States of America	PETER PAUL and Design	72229121	813122	Registered
United States of America	PETER PAUL MOUNDS DARK CHOCOLATE COVERED COCONUT EGG and Design	74462932	1864856	Registered
United States of America	PETER PAUL'S (Stylized)	71563359	523876	Registered
United States of America	POWER HOUSE	72014566	650628	Registered
United States of America	SIDEKICKS	72421780	955337	Registered
United States of America	SOMETIMES YOU FEEL LIKE A NUT..SOMETIMES YOU DON'T	74010989	1611447	Registered
United States of America	TWIRLERS	72349380	919491	Registered
United States of America	YORK (candy)	77028815		Pending
United States of America	YORK and Design (Candy)	71573697	564557	Registered
United States of America	YORK and Design (Candy)	74067397	1644557	Registered
United States of America	YORK and Design (Cookies)	78510427	3134153	Registered
United States of America	YORK and Design (Ice Cream)	73790069	1571192	Registered
United States of America	YORK and Design (YORK Design Square)	78509029	3209630	Registered

Step 106.C

RECORDED: 06/26/2008
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