

**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>
Nestle USA, Inc.		07/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Societe des Produits Nestle S.A.		
<b>Street Address:</b>	Case Postale 353		
<b>City:</b>	1800 Vevey		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	0		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0553367	ALBERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(818)637-3311		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	818-549-6726		
<b>Email:</b>	robert.sanders@us.nestle.com		
<b>Correspondent Name:</b>	Nestle USA, Inc.		
<b>Address Line 1:</b>	800 N. Brand Blvd., 14th Floor		
<b>Address Line 4:</b>	Glendale, CALIFORNIA 91203		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Nestle USA, Inc.		
<b>Address Line 1:</b>	800 N. Brand Blvd., 14th Floor		
<b>Address Line 4:</b>	Glendale, CALIFORNIA 91203		
<b>NAME OF SUBMITTER:</b>	Robert Sanders		

OP \$40.00 0553367

Signature:

/Bob Sanders/

Date:

07/31/2008

Total Attachments: 2

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## Trademark Assignment

WHEREAS, Nestlé USA, Inc., a Delaware corporation, with an address at 800 North Brand Blvd., Glendale, CA 91203 (hereinafter "Assignor"); and

WHEREAS, Société des Produits Nestlé S.A., a Switzerland corporation having a place of business at Case Postale 353, 1800 Vevey, Switzerland ("Assignee"); and

WHEREAS, Assignor is the record owner of all right, title and interest in and to the trademark registrations listed in the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks"); and

WHEREAS, Assignee is the beneficial owner of all right, title and interest and to the Trademarks; and

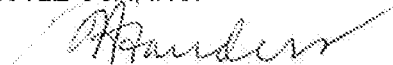
WHEREAS, Assignor desires to transfer such right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers unto Assignee all right, title and interest in and to the Trademarks, together with the good will associated therewith.

Assignor covenants and agrees to execute and deliver such other documents as Assignee may reasonably request for the purposes of transferring, recording or otherwise effectuating or perfecting the transfer and assignment confirmed herein and as originally contemplated herein.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the 31st day of July, 2008.

NESTLÉ USA, INC.

  
Name: Robert H. Sanders  
Title: Vice President

## SCHEDULE A

<u>TRADEMARK</u>	<u>REGIS. NO.</u>	<u>ISSUE DATE</u>	<u>CLASS AND GOODS</u>	<u>NEXT RENEWAL</u>	<u>OWNER</u>
ALBERS	553,367	January 15, 1952	30: Corn meal and hominy grits	January 15, 2012	Nestle USA, Inc.