

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
GERBER PRODUCTS COMPANY		07/07/2008	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	SOCIETE DES PRODUITS NESTLE, S.A.
Street Address:	CASE POSTALE 353
Internal Address:	Intellectual Property Department
City:	1800 VEVEY
State/Country:	SWITZERLAND
Entity Type:	SOCIETE ANONYME: SWITZERLAND

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Serial Number:	75440771	1ST FOODS
Serial Number:	75434576	2ND FOODS
Serial Number:	75434392	3RD FOODS
Serial Number:	72004438	
Serial Number:	72416045	
Serial Number:	71325218	
Serial Number:	73029431	
Serial Number:	72026807	
Serial Number:	72167816	
Serial Number:	75852275	
Serial Number:	72078780	
Serial Number:	71564382	
Serial Number:	75519434	
Serial Number:	73619769	FIRST FOODS

OP \$1140.00 75440771

Serial Number:	73543819	GERBER
Serial Number:	78362001	GERBER
Serial Number:	73391514	GERBER
Serial Number:	78177329	
Serial Number:	73117097	GERBER
Serial Number:	73117100	GERBER
Serial Number:	73193701	GERBER
Serial Number:	73391413	GERBER
Serial Number:	72416044	GERBER
Serial Number:	71633054	GERBER
Serial Number:	72416046	GERBER
Serial Number:	72026808	GERBER
Serial Number:	72437620	GERBER
Serial Number:	73656867	GERBER
Serial Number:	73392018	GERBER
Serial Number:	77427659	GERBER PURE
Serial Number:	71564384	GERBER
Serial Number:	71463455	GERBER
Serial Number:	73831859	GRADUATES
Serial Number:	74073547	GRADUATES
Serial Number:	73699429	NATURAL FLEX
Serial Number:	75435680	NATURELOCK
Serial Number:	75211092	PEDIATRIC BASICS
Serial Number:	73753989	RING-A-TOY
Serial Number:	78240412	SIMPLE RECIPE
Serial Number:	74300201	SIMPLE RECIPE
Serial Number:	72279940	SO BIGS
Serial Number:	75255564	TENDER HARVEST
Serial Number:	75211122	THE JOURNAL OF PEDIATRIC NUTRITION AND DEVELOPMENT
Serial Number:	75312087	THE SCIENCE OF GOOD FOOD
Serial Number:	72288511	TODDLES

CORRESPONDENCE DATA

Fax Number: (973)593-7651

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

TRADEMARK
REEL: 003853 FRAME: 0780

Phone: 973 593 7404
Email: jacqueline.stelling@us.nestle.com
Correspondent Name: Jackie Stelling
Address Line 1: 12 VREELAND ROAD, 2ND FLOOR
Address Line 4: FLORHAM PARK, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:

GERBER ASSIGNMENT

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jacqueline M. Stelling

Signature:

/JMS/

Date:

09/16/2008

Total Attachments: 11
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INTELLECTUAL PROPERTY SALE AGREEMENT

THIS INTELLECTUAL PROPERTY SALE AGREEMENT (this "Agreement") is made and executed effective this 7th day of July, 2008 (the "Effective Date") by and among Gerber Products Company ("Seller"), and Nestlé S.A. and its affiliates, Société des Produits Nestlé S.A. and Nestec, Ltd., Swiss corporations (collectively, "Buyer").

RECITAL

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell, transfer and assign to Buyer, all of Seller's right, title and interest in and to the Intellectual Property as defined in paragraph 1 hereof.

AGREEMENT

NOW THEREFORE, in consideration of payment of good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

I. Definitions.

When used in this Agreement the following terms shall have the meaning provided below:

"Intellectual Property" means, with respect to the United States and Canada, (i) design patents and patent applications including but not limited to the design patents and patent applications identified on **Schedule A** attached hereto, and made part hereof, and industrial designs (registered and unregistered) and applications for registration of industrial designs including all rights, to the extent permitted by applicable Legal Requirements, to file corresponding applications in any country in the world, (ii) copyrights (registered and unregistered), copyright applications, design rights, design right registrations; (iii) trademarks, trademark applications, service marks, including, but not limited to, the trademark registrations and trademark applications identified on **Schedule B** attached hereto and made a part hereof, trade dress, business names and trade names, whether registered, unregistered or existing at common law, including the goodwill associated therewith; (iv) web sites; and (v) domain names and domain name applications, owned by Seller, and all goodwill associated with the foregoing and all rights related to, or associated with, the foregoing, including the right to sue for infringement of, and the right to apply for and register in Buyer's name, any of the foregoing (hereinafter referred to as "Non-technical Intellectual Property") and (vi) the Know-How and all non-patented technology including all secret processing, trade secrets, recipes and formulas (hereinafter referred to as "Technical Intellectual Property"). Notwithstanding the foregoing, it is understood and agreed that the Intellectual Property solely used in connection with the Gerber Life Insurance Business is expressly not included in the Intellectual Property subject to this Agreement.

2. *Sale.*

Seller hereby sells, assigns, transfers and delivers, absolutely and forever, all of Seller's right, title and interest, at common law and by statute, in and to the Non-Technical Intellectual Property to Société des Produits Nestlé S.A. and hereby sells, assigns, transfers and delivers the Technical Intellectual Property to Nestec, Ltd. Seller shall deliver appropriate instruments of assignment, including all required consents and regulatory approvals, if any, and any other documents of conveyance necessary to effectuate and perfect the transfer of its legal title to the Intellectual Property on and as of the Effective Date, and in form and substance reasonably satisfactory to Buyer.

3. *Purchase Price.*

- (a) Within 10 business days of the Effective Date, Buyer shall deliver to or upon the order of the Seller, by wire transfer in federal or other immediately available funds, the amount of the Purchase Price.
- (b) The Purchase Price shall be U.S. \$645,000,000, but shall be adjusted post-closing within 90 days so as to be equal to the fair market value of the Intellectual Property ("IP FMV") as of the Effective Date as determined by AlixPartners, an independent third party appraiser. If the IP FMV exceeds the Purchase Price, Buyer shall remit to Seller the difference between the IP FMV and Purchase Price within 30 days. If the IP FMV is below the Purchase Price, Seller shall refund to Buyer the difference between the Purchase Price and the IP FMV within 30 days.

4. *Representations and Warranties of Seller.*

Seller represents and warrants to Buyer as of the Effective Date that each of the following statements is true and correct;

- (a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation with full corporate power and authority to own and lease its properties and conduct its business as it is presently being conducted.
- (b) The execution, delivery and performance by Seller of this Agreement are within the corporate power of Seller, have been duly authorized by all necessary corporate action of Seller and do not contravene or constitute a default under any provision of the certificate of incorporation or bylaws of Seller.
- (c) This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.
- (d) The trademarks are not subject to any liabilities known to Seller, including any obligation to compensate any person for Seller's use of any of the trademarks.

5. *Representations and Warranties of Buyer.*

Buyer represents and warrants to Seller as of the date hereof and as of the Effective Date that each of the following statement is true and correct:

(a) Each entity comprising Buyer is a corporation duly organized, validly existing and in good standing under the laws of Switzerland with full corporate power and authority to own and lease its properties and conduct its business as it is presently being conducted.

(b) The execution, delivery and performance by each entity comprising Buyer of the Agreement and any other contracts, documents and instruments contemplated by this Agreement to which it is a party are within the corporate power of each entity comprising Buyer, have been duly authorized by all necessary corporate action of each entity comprising Buyer and do not contravene or constitute a default under any provision of the charter or bylaws of each entity comprising Buyer.

6. *Survival of Representations and Warranties.*

All representations and warranties contained in this Agreement shall survive the closing of the transaction contemplated by this Agreement and shall survive indefinitely.

7. *Miscellaneous.*

(a) *Notices.* All notices, requests, and other communications to any party hereunder shall be in writing (including facsimile confirmed by telephone or similar writing) and be given,

If to Buyer, to:

Nestlé S.A.
Avenue Nestlé 55
CH-1800 Vevey
Switzerland
Attention: General Counsel

If to Seller, to:

Gerber Products Company
12 Vreeland Road
Florham Park, NJ 07932
Attention: General Counsel

(b) *Interpretation.* The headings and captions contained in this Agreement and in the Schedules hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) *Entire Agreement; Amendment.* This Agreement (which includes the Schedules) embodies the entire agreement of the parties hereto with respect to the subject matter hereof and

supersedes any prior agreements with respect thereto. This Agreement may be amended, and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.

(d) *Counterparts; Severability.* This Agreement may be executed in one or more counterparts all of which shall together constitute one and the same instrument. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

(e) *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of Switzerland.

(f) *Remedies.* Except as otherwise expressly provide herein, none of the remedies set forth in this Agreement is intended to be exclusive, and each party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

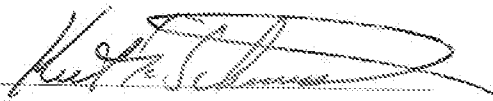
(g) *Further Assurances.* Seller and Buyer will use their respective best efforts to implement the provisions of this Agreement, and for such purposes Seller, upon request, on or after the Effective Date, will, without further consideration, promptly execute and deliver, or cause to be executed and delivered, at its own expense, such other documents (including any assignment or assumption agreement, official certificates of registration, renewals, transfers or other documents supporting ownership of the Intellectual Property) in addition to those required by this Agreement, in form and substance reasonably satisfactory to each entity comprising Buyer, as may be reasonably deemed necessary to implement any provision of this Agreement. Without limiting the foregoing, Seller shall cooperate fully with each entity comprising Buyer and do all acts and execute all documents to transfer or assign any and all of the Intellectual Property acquired hereunder.

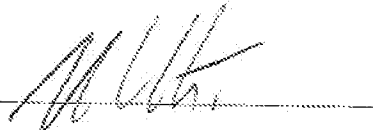
[Signature appear on next page]

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto effective as the date first written above.

GERBER PRODUCTS COMPANY

NESTLÉ S.A.

By: 

By: 

Name: Kurt T. Schmeiser

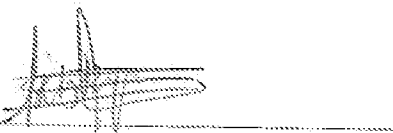
Name: J-Marc Luthy

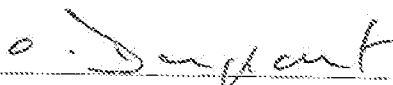
Title: President & CEO

Title: Vice President

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

NESTEC, LTD.

By: 

By: 

Name: A. de Koster-Arkesteijn

Name: DUPONT

Title: IP Adviser

Title: Ass. Vice President

By: 

Name: Patricia Freymond

Title: IP Adviser

Signature page to Intellectual Property Sale Agreement

SCHEDULE A

**Gerber Products Company
Design Patents (U.S.)**

Design Patent	Filing Date	Filing No.	Reg. Date	Reg. No.	Status
SPILL RESISTANT LID	14 Jul 2006	29/247829			
FOLDING BOWL (DESIGN)	22 Oct 1999	29/112774	08 May 2001	D441611	Granted
INFANT FEEDING DISH	10 Sep 1997	29/076542	11 May 1999	D409448	Granted
NURSER BOTTLE (DESIGN)	26 Jun 1995	29/041837	10 Dec 1996	D376430	Granted
DRINKING CUP FOR CHILDREN	12 Jan 1995	29/033433	21 Nov 1995	D364315	Granted
DRINKING CUP FOR CHILDREN	12 Jan 1995	29/033434	21 Nov 1995	D364317	Granted
DRINKING CUP FOR CHILDREN	12 Jan 1995	29/033435	21 Nov 1995	D364316	Granted
MANUAL BREAST PUMP	08 Apr 1995	29/052906	09 Sep 1997	D383536	Granted
NIPPLE/COLLAR	13 Oct 1998	29/094899	29 Feb 2000	D421306	Granted
NIPPLE/COLLAR	17 Jul 1997	29/073776	12 Jan 1999	D404138	Granted
NURSER HOOD (DESIGN)	17 Jul 1997	29/073793	29 Sep 1998	D399004	Granted
DRINKING CUP BASE (DESIGN)	21 Oct 1997	29/078339	20 Jul 1999	D412085	Granted
DRINKING CUP TOP	14 Oct 1997	29/077991	08 Sep 1998	D397906	Granted
SPORT BOTTLE LID	28 Oct 1998	29/095692	23 May 2000	D425362	Granted
DRINKING CUP BASE	22 Oct 1999	29/112779	28 Nov 2000	D434273	Granted
DRINKING CUP DESIGN FOR SPORT STRAW CUP	22 Oct 1999	29/112785	28 Nov 2000	D434272	Granted
PATENT: FLEXIBLE PACIFIER DESIGN: A NEW, ORIGINAL AND ORNAMENTAL DESIGN FOR A PACIFIER	01 Mar 2000	29/119571	01 May 2001	D441452	Granted
DESIGN FOR OVERMOLDED BREAST PUMP FUNNEL	27 Jul 2000	29/126935	21 Aug 2001	D446853	Granted
DESIGN FOR BREAST PUMP FUNNEL WITH INSERT	13 Jul 2000	29/126318	21 Aug 2001	D446852	Granted
DESIGN FOR NURSING BOTTLE	29 Sep 2000	29/130357	08 May 2001	D441872	Granted
DESIGN FOR NURSING, DUAL PURPOSE NURSER, DURLING'S CASE 9530-14.	28 Sep 2000	29/130189	10 Apr 2001	D440318	Granted
BOTTLE FOR NURSING (SMALL), BROAD NECK (AVENT TYPE), DURLING'S CASE 9530-18	29 Sep 2000	29/130300	24 Apr 2001	D441087	Granted
A NEW, ORIGINAL AND ORNAMENTAL DESIGN FOR A PACIFIER. SEE ALSO CASE GE/N-31349. DIFFERENCE IS THE TWO LONGITUDINAL SERPENTINE ELEMENTS ON THE HANDLE.	02 Nov 2000	29/132110	10 Jul 2001	D444880	Granted
MIXING RING FOR NURSING BOTTLE	08 Feb 2001	29/136796	27 Nov 2001	D451200	Granted
DRINKING CUP	08 Oct 2002	29/168751	08 Jul 2003	D476850	Granted
DRINKING CUP	15 Nov 2002	29/171081	02 Aug 2005	D507934	Granted
TEETHER	09 Feb 2004	29/199045	24 May 2005	D505492	Granted
TEETHER	12 Jun 2003	29/183496	18 May 2004	D490157	Granted
FEEDING IMPLEMENT	29 Aug 2003	29/188529	05 Oct 2004	D496833	Granted
BREAST PUMP	28 Aug 2003	29/186891	14 Sep 2004	D496097	Granted
NURSING BOTTLE	16 Sep 2003	29/190111	22 Nov 2005	D511836	Granted
NURSING BOTTLE	15 Sep 2003	29/190112	28 Sep 2004	D496733	Granted
HANDLED CUP	15 Sep 2003	29/190110	19 Apr 2005	D504049	Granted
BREAST PUMP	30 Sep 2003	29/190980	04 Jan 2005	D500551	Granted
BOTTLE BRUSH	21 Jun 2004	29/207944	20 Sep 2005	D509660	Granted
FOOD CONTAINER TOP DESIGN	28 Feb 2000	29/119353	12 Nov 2002	D465382	Granted
FOOD CONTAINER BASE DESIGN	28 Feb 2000	29/119494	03 Apr 2001	D439839	Granted
FOOD TRAY	04 Mar 2002	29/156705	30 Dec 2003	D484364	Granted
FOOD TRAY	09 Sep 2002	29/167122	23 Dec 2003	D483999	Granted
STAR SHAPED CONTAINER	24 Feb 2005	29/224091	03 Oct 2006	D529396	Granted
GERBER WELLNESS BOTTLE	12 Feb 2003	29/175924	11 May 2004	D489624	Granted
GERBER WELLNESS BOTTLE	13 Feb 2003	29/175950	30 Sep 2003	D480004	Granted
GERBER WELLNESS BOTTLE	12 Dec 2001	29/151970	01 Jul 2003	D476574	Granted
BOTTLE	20 May 2005	29/230380	14 Aug 2007	D548605	Granted
BOTTLE	20 May 2005	29/230385	07 Aug 2007	D548097	Pending

SCHEDULE A

**Gerber Products Company
Design Patents (Canada)**

Design Patent	Filing Date	Filing No.	Reg. Date	Reg. No.	Status
SPILL RESISTANT LID	20 Jul 2006	116762	17-Oct-2007	116762	Granted
FOLDING BOWL (DESIGN)	20 Apr 2000	2000-1036	19 Jan 2001	91289	Granted
INFANT FEEDING DISH	24 Feb 1998	1998-0407	11 Dec 1998	95297	Granted
DRINKING CUP BASE	20 Apr 2000	2000-1037	29 Sep 2000	90418	Granted
NURSER BOTTLE (DESIGN)	04 Dec 1995	1995-2743	02 Aug 1996	78844	Granted
DRINKING CUP DESIGN FOR SPORT STRAW CUP	20 Apr 2000	2000-1035	29 Sep 2000	90417	Granted
PATENT: FLEXIBLE PACIFIER DESIGN: A NEW, ORIGINAL AND ORNAMENTAL DESIGN FOR A PACIFIER.	30 Aug 2000	2000-2338	31 Oct 2001	93786	Granted
DESIGN FOR OVERMOLDED BREAST PUMP FUNNEL	25 Jan 2001	2001-0171	19 Oct 2001	93568	Granted
DESIGN FOR BREAST PUMP FUNNEL WITH INSERT	11 Jan 2001	2001-0081	19 Oct 2001	93567	Granted
A NEW, ORIGINAL AND ORNAMENTAL DESIGN FOR A PACIFIER. SEE ALSO CASE GE/N-31349. DIFFERENCE IS THE TWO LONGITUDINAL SERPENTINE ELEMENTS ON THE HANDLE.	25 Apr 2001	2001-1058	31 Oct 2001	93787	Granted
DESIGN FOR NURSING. DUAL PURPOSE NURSER. DURLING'S CASE 9530-14.	04 Mar 2002	2002-0470	04 Feb 2003	96723	Granted
DRINKING CUP	02 Apr 2003	102629	30 Sep 2004	102629	Granted
DESIGN FOR NURSING. DUAL PURPOSE NURSER. DURLING'S CASE 9530-14.	27 Mar 2001	2001-0771	04 Feb 2003	96568	Granted
BREAST PUMP	23 Jan 2004	105660	15 Aug 2005	105660	Granted
NURSING BOTTLE	04 Mar 2004	106124	25 Nov 2005	106124	Granted
NURSING BOTTLE	18 Oct 2005	113057	25 Nov 2005	113057	Granted
HANDLED CUP	03 Mar 2004	106082	30 May 2005	106082	Granted
BREAST PUMP	04 Mar 2004	106125	18 Nov 2005	106125	Granted
BOTTLE BRUSH	19 Nov 2004	109098	09 Dec 2005	109098	Granted
FOOD CONTAINER TOP DESIGN	25 Aug 2000	2000-2305	24 Aug 2001	93198	Granted
FOOD CONTAINER BASE DESIGN	17 Jul 2000	2000-1891	23 Nov 2001	93856	Granted
GERBER WELLNESS BOTTLE	10 Jun 2002	99651	29 Oct 2003	99651	Granted
GERBER WELLNESS BOTTLE	10 Jun 2002	104271	29 Oct 2003	104271	Granted

SCHEDULE B

Gerber Products Company Trademarks (U.S.)

Trademark	App. Date	App. No.	Reg. Date	Reg. No.	Class
1ST FOODS	16 Feb 1998	75440771	13 Jul 1999	2260704	05
2ND FOODS AND DESIGN	16 Feb 1998	75434576	29 Jun 1999	2256819	05
3RD FOODS AND DESIGN	16 Feb 1998	75434392	29 Jun 1999	2256816	05
BABY HEAD (DEVICE)	13 Mar 1956	72004438	01 Jan 1977	639194	21
BABY HEAD (DEVICE)	22 Feb 1972	72416045	17 Jul 1973	964221	25
BABY HEAD IN CIRCLE	17 Mar 1932	71325218	12 Jun 1934	313879	29
BABY HEAD IN CIRCLE	13 Aug 1974	73029431	27 May 1975	1011350	05
BABY HEAD IN CIRCLE	25 Mar 1957	72026807	11 Feb 1978	658323	05
BABY HEAD IN CIRCLE	30 Apr 1963	72167816	25 Feb 1984	765611	05
BABY HEAD IN CIRCLE	17 Nov 1999	75852275	11 May 2004	2840520	05
BABY HEAD WITH SHOULDERS	31 Jul 1959	72078780	14 Jun 1960	699507	05
BABY HEAD WITH SHOULDERS 2	30 Aug 1948	71564382	17 Jun 1952	560056	30
CIRCLE ARROW DESIGN	15 Jul 1998	75519434	30 Nov 1999	2295561	05
FIRST FOODS	15 Sep 1986	73619769	31 Jan 1989	1522337	05
GERBER	19 Jun 1985	73543819	16 Sep 1986	1409141	05
GERBER	03 Feb 2004	78362001			21
GERBER (AND DEVICE)	28 Sep 1982	73391514	01 May 1984	1276367	28
GERBER (DEVICE)	23 Oct 2002	78177329	15 Jun 2004	2853442	32
GERBER (LOGO)	25 Feb 1977	73117097	25 Oct 1977	1076090	30
GERBER (LOGO)	25 Feb 1977	73117100	04 Oct 1977	1074713	32
GERBER (LOGO)	17 Nov 1978	73193701	23 Dec 1980	1144282	25
GERBER (LOGO)	28 Sep 1982	73391413	24 Apr 1984	1275343	28
GERBER (LOGO)	22 Feb 1972	72416044	10 Jul 1973	963676	25
GERBER (LOGO)	25 Jul 1952	71633054	19 May 1953	574727	30
GERBER AND BABY HEAD	22 Feb 1972	72416046	17 Jul 1973	964222	25
GERBER AND BABY HEAD (DEVICE)	25 Mar 1957	72026808	17 Dec 1957	655920	05

SCHEDULE B

Gerber Products Company Trademarks (U.S.)

<u>Trademark</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Class</u>
GERBER AND BABY HEAD IN CIRCLE	06 Oct 1972	72437620	27 Nov 1973	973688	22
GERBER AND BABY HEAD IN CIRCLE	23 Apr 1987	73656867	19 Jan 1988	1473270	25
GERBER AND BABY HEAD IN CIRCLE	29 Sep 1982	73392018	24 Dec 1985	1376522	09, 20
GERBER PURE	20 Mar 2008	77427659			32
GERBER'S AND BABY HEAD WITH SHOULDERS	30 Aug 1948	71564384	17 Jun 1952	560057	05
GERBER'S AND BABY HEAD WITH SHOULDERS 2	17 Sep 1943	71463455	18 Jan 1944	405310	05
GRADUATES	16 Oct 1989	73831859	08 May 1990	1595605	32
GRADUATES (TYPED LETTERS)	27 Mar 1990	74073547	18 Aug 1992	1709042	29, 30
NATURAL FLEX	07 Dec 1987	73699429	12 Jul 1988	1495699	10
NATURELOCK	17 Feb 1998	75435680	23 Jan 2001	2423701	05
PEDIATRIC BASICS	10 Dec 1996	75211092	07 Apr 1998	2148967	16
RING-A-TOY	26 Sep 1988	73753989	15 Aug 1989	1552089	28
SIMPLE RECIPE	22 Apr 2003	78240412	24 Feb 2004	2817545	05
SIMPLE RECIPE AND DESIGN	03 Aug 1992	74300201	13 Apr 1993	1764015	05
SO BIGS	08 Sep 1967	72279940	13 Aug 1968	854767	30
TENDER HARVEST	11 Mar 1997	75255564	07 Oct 2003	2771901	05
THE JOURNAL OF PEDIATRIC NUTRITION AND DEVELOPMENT	10 Dec 1996	75211122	26 May 1998	2161098	16
THE SCIENCE OF GOOD FOOD	20 Jun 1997	75312087	27 Jul 1999	2265473	29
TODDLES	10 Jan 1968	72288511	18 Mar 1969	866911	30

SCHEDULE B

**Gerber Products Company
Trademarks (Canada)**

Trademark	App. Date	App. No.	Reg. Date	Reg. No.
1ERS ALIMENTS	20-Sep-1994	764095	25-Oct-1996	465026
1ST FOODS	8-Jan-2007	1330423	3-Jun-2008	715860
1ST FOODS (LOGO)	4-Jul-2002	1145888	15-Feb-2008	707524
1ST FOODS (VERTICAL)	2-Mar-2004	1208121	16-Mar-2007	683902
2es ALIMENTS	20-Sep-1994	764097	25-Oct-1996	465028
2ND FOODS	4-Jul-2002	1145889	31-Jul-2006	669016
2ND FOODS (VERTICAL)	2-Mar-2004	1208122	22-Mar-2007	684358
3ES ALIMENTS	20-Sep-1994	764096	25-Oct-1996	463027
3RD FOODS	4-Jul-2002	1145890		
3RD FOODS (VERTICAL)	2-Mar-2004	1208124		
BABIES ARE OUR BUSINESS...	8-Nov-1974	380380	23-Jul-1976	215011
BABY HEAD (DEVICE)	23-Apr-1979	438598	27-Jun-1980	247135
BABY HEAD (WITH BORDER DESIGN)	5-Dec-1934	165355	5-Dec-1934	154715
BABY HEAD WITH SHOULDERS 2	5-Mar-1949	202347	5-Mar-1949	33068
BABY HEAD WITH SHOULDERS 3	23-Apr-1979	438601	27-Jun-1980	247137
BOTTLE DESIGN	26-Feb-1987	578966	12-Mar-1993	409284
BUD DESIGN	2-Sep-1997	855095	10-Aug-2000	530972
COMMENCEZ SAINEMENT - RESTEZ EN FORME	2-Mar-2004	1208089		
CORNUCOPIA FARMS AND DESIGN	1-Jun-1984	522943	30-May-1986	314697
FIRST FOODS	17-Nov-1986	572908	22-Jul-1988	342951
FIRST FOODS AND DESIGN	17-Nov-1986	572907	22-Apr-1988	339502
Gerber	27-May-1998	879570	27-Jan-2000	522405
Gerber	5-Mar-1949	202346	5-Mar-1949	33087
Gerber	28-Jun-1985	579997	26-Aug-1988	344150
Gerber	18-Apr-1988	605033	7-Jul-1989	358098
Gerber	23-Mar-2004	1210669	29-Mar-2007	684971
Gerber	21-Mar-2007	1340328		

SCHEDULE B

**Gerber Products Company
Trademarks (Canada)**

Trademark	App. Date	App. No.	Reg. Date	Reg. No.
Gerber (AND DEVICE 2)	27-May-1998	879571	18-Jan-2000	521674
Gerber (AND DEVICE 2)	6-Oct-1989	642214	7-Feb-1992	393807
Gerber (AND DEVICE 2)	28-Sep-2004	1231846		
Gerber (AND DEVICE)	23-Mar-2000	1052044	1-May-2003	580422
Gerber (AND DEVICE) in black square	26-Apr-1965	288981	25-Feb-1966	144143
Gerber (DEVICE)	23-Apr-1979	438600	27-Jun-1980	247136
Gerber (DEVICE)	21-Mar-2007	1340329		
Gerber (LOGO)	23-Apr-1979	438599	23-Apr-1982	TMA268309
Gerber PARENTS RESOURCE CENTER (DEVICE)	20-Dec-2002	1163250	8-Dec-2005	654691
Gerber's			20-May-1944	NFLD2542
GROWING UP Gerber	20-Oct-2006	1321017	27-Feb-2008	708390
NATURAL FLEX	17-Aug-1987	589952	14-Oct-1988	346395
NO SPILL	13-Mar-1997	839341	6-Oct-1998	TMA501859
NURSMATIC	26-Mar-1968	311998	24-Jan-1969	160703
PRECIOUS CARE AND DESIGN	27-Jun-1985	544974	16-Jun-1989	357116
PREMIERS ALIMENTS AND DESIGN	17-Nov-1986	572906	5-Aug-1988	343495
SIMPLE RECIFE AND DESIGN	23-Jul-1992	709538	25-Feb-1994	423745
SIMPLE RECIFE	4-Jul-2002	1145879	15-Feb-2008	707523
START HEALTHY STAY HEALTHY	28-Sep-2004	1231844		
START HEALTHY STAY HEALTHY	29-Aug-2003	1189312	22-Aug-2006	670651
START HEALTHY STAY HEALTHY	2-Dec-2004	1239371	21-Aug-2006	670604
GERBER UN DÉPART SANTÉ & DESIGN	23-Apr-2007	1344548		
THE RIGHT ANGLE	16-Jun-1997	848165	3-Nov-1998	TMA503546