

**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>
Societe des Produits Nestle, S.A.		12/01/2008	Societe Anonyme: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DeMet's Candy Company		
<b>Street Address:</b>	30 Buxton Farm Road		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06905		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2204415	NESTLE TREASURES	
Registration Number:	2488065	NESTLE	
Registration Number:	2460034	NESTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)502-4877		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-248-4877		
<b>Email:</b>	hbalmat@choate.com		
<b>Correspondent Name:</b>	Heather E. Balmat		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Attn: Trademark Administrator		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2007340.0012		
<b>NAME OF SUBMITTER:</b>	Heather E. Balmat		

OP \$90.00 2204415

Signature:

/Heather E. Balmat/

Date:

01/15/2009

Total Attachments: 3

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## EXHIBIT B

### ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Nestlé USA, Inc., a Delaware corporation (“Nestlé”), and DeMet’s Candy Company, a Delaware corporation (“Buyer”), have entered into that certain Asset Purchase Agreement, dated as of December 1, 2008 (the “Asset Purchase Agreement”), pursuant to which Nestlé has agreed to sell, and Buyer has agreed to buy, certain assets; and

WHEREAS, SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland (“SPN”), NESTEC LTD., a corporation organized under the laws of Switzerland (“Nestec” and, together with SPN, “Seller”), and Buyer have entered into that certain Intellectual Property Purchase and License Agreement, dated as of December 1, 2008 (the “Intellectual Property Purchase Agreement”), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, certain intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to the Transferred Intellectual Property (as defined in the Intellectual Property Purchase Agreement); *provided, however*, that such assignment and transfer to Buyer does not include, and Seller expressly retains, Seller’s right, title and interest in and to any and all Excluded Intellectual Property (as defined in the Intellectual Property Purchase Agreement) owned or possessed by Seller.

Seller further agrees to execute, at Buyer’s expense, such further documents as may be required to record Buyer as the owner of the Transferred Intellectual Property.


*[Signature Page Follows]*

IN WITNESS WHEREOF, this Assignment of Intellectual Property Rights has  
been signed as of December 1, 2008.

**SOCIÉTÉ DES PRODUITS NESTLÉ S.A.**

By:   
Name: Jean-Pierre Maeder  
Title: Authorized Signatory

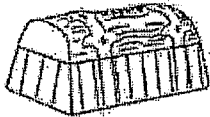

**NESTEC LTD.**

By:   
Name: Odette Dupont  
Title: Assistant Vice President

**SCHEDULE B**

**TRADEMARKS**

**U.S. TRADEMARK REGISTRATIONS:**

TRADEMARK	REGIS. NO.	ISSUE DATE	CLASS AND GOODS	NEXT RENEWAL	OWNER
NESTLE TREASURES	2,204,415	Nov 17 1998	30: Chocolates	Nov 17 2018	SPN
TREASURE CHEST DESIGN 	2,488,065	Sep 11 2001	30: Chocolate	Sep 11 2011	SPN
TREASURE CHESTS DESIGN 	2,460,034	Jun 12 2001	30: Chocolate	Jun 12 2011	SPN

**UNREGISTERED TRADEMARKS:**

1. The trademark "Treasures".
2. The trademark "Stixx".