

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
KRAFT FOODS GLOBAL BRANDS LLC		09/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BALANCE BAR COMPANY		
Street Address:	THREE LAKES DRIVE		
City:	NORTHFIELD		
State/Country:	ILLINOIS		
Postal Code:	60093		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2939897	CARBWELL	
CORRESPONDENCE DATA			
Fax Number:	(847)646-5101		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	847-646-6014		
Email:	sfrohling@kraft.com		
Correspondent Name:	Susan H. Frohling		
Address Line 1:	Three Lakes Drive		
Address Line 2:	NF 579		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	66687		
NAME OF SUBMITTER:	Susan H. Frohling		
Signature:	/shf/		

CH \$40.00 2939897

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**TRADEMARK
 REEL: 004063 FRAME: 0532**

Date:

09/17/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of September 15th, 2009 ("**Effective Date**") by and between Kraft Foods Global Brands LLC (previously Kraft Foods Holdings, Inc.), a limited liability company organized and existing under the laws of Delaware, located at Three Lakes Drive, Northfield, Illinois 60093, United States of America ("**Assignor**") and Balance Bar Company, a corporation organized and existing under the laws of Delaware, located at Three Lakes Drive, Northfield, Illinois 60093 ("**Assignee**").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, any and all of Assignor's right, title and interest in and to the CARB WELL trademarks set forth on the Attached Schedule together with any and all goodwill of the business associated therewith (collectively, the "**Marks**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee and its successors, assigns and nominees absolutely and forever, Assignor's entire right, title and interest worldwide in and to the Marks together with any and all goodwill of the business associated therewith, and including the right to sue for and receive all damages from past infringements of the Marks arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

KRAFT FOODS GLOBAL BRANDS LLC
By Kraft Foods Global Brands, Inc.
Its Sole Member

BALANCE BAR COMPANY

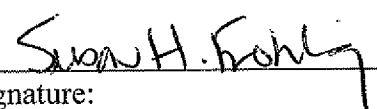


Signature:

Beverly M. Brooks
Name: Beverly Brooks
Manager, Trademark Administration
Title: _____

Date: Sept. 15/09

Kraft Foods Global Brands LLC
By Kraft Foods Global Brands, Inc.
Its Sole Member



Signature:

Susan H. Frohling
Name: Susan H. Frohling
Chief Counsel, Trademarks (Northfield)
Title: _____

Date: 9/15/09

SCHEDULE

Jurisdiction	Mark	App. / Reg. No.
Australia	CARBWELL	990351
Australia	CARBWELL (Stylized)	1130542
France	CARBWELL	43310709
Japan	CARBWELL	4812901
Korea (South)	CARBWELL	632303
New Zealand	CARBWELL	708614
Sweden	CARBWELL	373363
United Kingdom	CARBWELL	2357548
United States	CARBWELL	2939897

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RECORDED: 09/17/2009

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