

**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
Smucker Brands, Inc.		04/30/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	The J.M. Smucker Company
Street Address:	One Strawberry Lane
City:	Orrville
State/Country:	OHIO
Postal Code:	44667
Entity Type:	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 56**

Property Type	Number	Word Mark
Registration Number:	3410233	BAKING MADE FUN AND EASY
Registration Number:	0851547	BALLARD
Registration Number:	0757473	BIXMIX
Registration Number:	3466854	COTTON COUNTRY
Registration Number:	2813038	CREAMY SUPREME
Registration Number:	1890052	DONA LAPINA
Registration Number:	2953729	EASY PACKS
Registration Number:	3375233	EVERYBODY'S HAPPY WHEN IT'S HUNGRY JACK.
Registration Number:	3375234	EVERYBODY'S HAPPY WHEN IT'S HUNGRY JACK.
Registration Number:	793750	FLAP-STAX
Registration Number:	3080367	FOR THE HUNGRY JACK IN YOUR HOUSE
Registration Number:	1593288	FUNFETTI
Registration Number:	2629396	FUNFETTI
Registration Number:	2870589	FUNFETTI

**OP \$1415.00 3410233**

Registration Number:	1469282	GLADIOLA
Registration Number:	825031	GLADIOLA
Registration Number:	879581	GOODNESS GRACIOUS, IT'S GOOD
Registration Number:	2849611	HEARTY BAKED
Registration Number:	634147	HOT RIZE
Registration Number:	807335	HUNGRY JACK
Registration Number:	844695	HUNGRY JACK
Registration Number:	1673056	HUNGRY JACK
Registration Number:	339297	HUNGRY JACK
Registration Number:	1198172	JIM DANDY
Registration Number:	134431	KEYNOTE
Registration Number:	2925967	KIDS BAKE IT FUN!
Registration Number:	330485	LA PINA
Registration Number:	884253	MARTHA WHITE
Registration Number:	2860043	MARTHA WHITE
Registration Number:	1648967	MARTHA WHITE
Registration Number:	726321	MARTHA WHITE BOLTED WHITE ENRICHED SELF-RISING
Registration Number:	777509	
Registration Number:	883866	
Registration Number:	1020031	
Registration Number:	2345771	
Registration Number:	2804941	MOIST SUPREME
Registration Number:	728611	PET
Registration Number:	88285	PET
Registration Number:	1457655	RED BAND
Registration Number:	230023	RED BAND
Registration Number:	132001	ROBIN HOOD
Registration Number:	1250616	ROBIN HOOD
Registration Number:	1250615	ROBIN HOOD
Registration Number:	680113	ROBIN HOOD
Registration Number:	3041722	ROBIN HOOD EARL
Registration Number:	3041720	ROBIN HOOD PAGE
Registration Number:	3041721	ROBIN HOOD SQUIRE
Registration Number:	3041719	ROBIN HOOD YEOMEN
Registration Number:	611828	SEAL OF MINNESOTA

Registration Number:	84441	SEGO
Registration Number:	208874	SOFTASILK
Registration Number:	2744453	STARS & STRIPES
Registration Number:	3307683	STARS & STRIPES
Registration Number:	2810540	THE DAIRY GOODNESS PEOPLE
Registration Number:	2953203	TREAT TOPPERS
Registration Number:	3159876	WHIPPED SUPREME

**CORRESPONDENCE DATA**

Fax Number: (330)684-3026  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 330 684-3827  
Email: cynthia.nugent@jmsmucker.com  
Correspondent Name: Cynthia Nugent  
Address Line 1: One Strawberry Lane  
Address Line 4: Orrville, OHIO 44667

NAME OF SUBMITTER:	Cynthia E. Nugent
Signature:	/Cynthia E. Nugent/
Date:	11/15/2010

Total Attachments: 7  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), effective as of April 30, 2010 (the "*Effective Date*"), is made by and between Smucker Brands, Inc., a Delaware corporation ("*Assignor*"), and The J.M. Smucker Company, an Ohio corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States for registration of trademarks identified and set forth on Schedule A and the goodwill associated with all of the foregoing (all of the foregoing collectively, the "*Trademarks*"); and

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor's Trademarks.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United

States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

**SMUCKER BRANDS, INC.**

By: *Jeannette Knudsen*  
Name: Jeannette L. Knudsen  
Title: Secretary

STATE OF OHIO            )  
  ) SS:  
COUNTY OF WAYNE        )

On this 15<sup>th</sup> day of November, 2010 before me Jeannette L. Knudsen, known to me to be Secretary of Smucker Brands, Inc., who acknowledged that, she signed this instrument as a free act on behalf of the corporation.

*Cynthia M. Cook*  
Notary Public:  
My commission expires:



Cynthia M. Cook  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 12/07/2013

**ASSIGNEE:**

**THE J.M. SMUCKER COMPANY**

By: Jeannette Knudsen  
Name: Jeannette L. Knudsen  
Title: Secretary

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF WAYNE        )

On this 15<sup>th</sup> day of November, 2010 personally appeared before me Jeannette L. Knudsen, known to me to be Secretary of The J.M. Smucker Company who acknowledged that she signed this instrument as a free act on behalf of corporation.

Cynthia M. Cook






Notary Public:  
My commission expires:



Cynthia M. Cook  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 12/07/2013

**SCHEDULE A**

**TRADEMARKS**







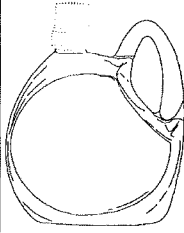
<b>Trademark</b>	<b>Registration No.</b>	<b>Country</b>
BAKING MADE FUN AND EASY	RN:3,410,233	United States
BALLARD	RN:851,547	United States
BIXMIX and Design 	RN:757,473	United States
COTTON COUNTRY	RN:3,466,854	United States
CREAMY SUPREME	RN:2,813,038	United States
DONA LAPINA and Design 	RN:1,890,052	United States
EASY PACKS	RN:2,953,729	United States
EVERYBODY'S HAPPY WHEN IT'S HUNGRY JACK.	RN:3,375,233	United States
EVERYBODY'S HAPPY WHEN IT'S HUNGRY JACK.	RN:3,375,234	United States
FLAP-STAX	RN:793,750	United States
FOR THE HUNGRY JACK IN YOUR HOUSE	RN:3,080,367	United States
FUNFETTI	RN:1,593,288	United States
FUNFETTI	RN:2,629,396	United States
FUNFETTI	RN:2,870,589	United States
GLADIOLA	RN:1,469,282	United States
GLADIOLA and Design 	RN:825,031	United States
GOODNESS GRACIOUS, IT'S GOOD	RN:879,581	United States
HEARTY BAKED	RN:2,849,611	United States
HOT RIZE and Design 	RN:634,147	United States
HUNGRY JACK	RN:807,335	United States
HUNGRY JACK	RN:844,695	United States
HUNGRY JACK	RN:1,673,056	United States
HUNGRY JACK	RN:339,297	United States
JIM DANDY and Design 	RN:1,198,172	United States

**TRADEMARK**

**REEL: 004410 FRAME: 0925**

**SCHEDULE A**







**TRADEMARKS**  
**(CONTINUED)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Country</b>
KEYNOTE and Design 	RN:134,431	United States
KIDS BAKE IT FUN!	RN:2,925,967	United States
LA PINA	RN:330,485	United States
MARTHA WHITE	RN:884,253	United States
MARTHA WHITE	RN:2,860,043	United States
MARTHA WHITE and Design 	RN:1,648,967	United States
MARTHA WHITE BOLTED WHITE ENRICHED SELF-RISING and Design 	RN:726,321	United States
MISCELLANEOUS DESIGN 	RN:777,509	United States
MISCELLANEOUS DESIGN 	RN:883,866	United States
MISCELLANEOUS DESIGN 	RN:1,020,031	United States
MISCELLANEOUS DESIGN 	RN:2,345,771	United States
MOIST SUPREME	RN:2,804,941	United States



**SCHEDULE A**

**TRADEMARKS**  
**(CONTINUED)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Country</b>
PET	RN:728,611	United States
PET	RN:88,285	United States
RED BAND	RN:1,457,655	United States
RED BAND and Design	RN:230,023	United States
ROBIN HOOD	RN:132,001	United States
ROBIN HOOD	RN:1,250,616	United States
ROBIN HOOD	RN:1,250,615	United States
ROBIN HOOD and Design 	RN:680,113	United States
ROBIN HOOD EARL and Design 	RN:3,041,722	United States
ROBIN HOOD PAGE and Design 	RN:3,041,720	United States
ROBIN HOOD SQUIRE and Design 	RN:3,041,721	United States
ROBIN HOOD YEOMEN and Design 	RN:3,041,719	United States
SEAL OF MINNESOTA	RN:611,828	United States
SEGO and Design 	RN:84,441	United States
SNACKBATCH	RN:2,841,803	United States
SOFTASILK	RN:208,874	United States
STARS & STRIPES	RN:2,744,453	United States
STARS & STRIPES	RN:3,307,683	United States
THE DAIRY GOODNESS PEOPLE	RN:2,810,540	United States

**SCHEDULE A**

**TRADEMARKS**  
**(CONTINUED)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Country</b>
TREAT TOPPERS	RN:2,953,203	United States
WHIPPED SUPREME	RN:3,159,876	United States
HUNGRY JACK	TMA59769	Canada
HUNGRY JACK	TMA157216	Canada
"PET"	TMDA046356	Canada
PET	TMDA039299	Canada
SNOWDRIFT	TMDA030234	Canada
SOFTASILK	TMDA054195	Canada
PET	399328	Mexico
HUNGRY JACK	84627	Panama
HUNGRY JACK	84628	Panama
MARTHA WHITE	80/1998	St. Vincent and the Grenadines
MARTHA WHITE	2129008	United Kingdom