

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Certificate of Amalgamation

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cadbury Adams Canada Inc.		12/26/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Kraft Canada Inc.
Street Address:	95 Moatfield Drive
City:	Don Mills, Ontario
State/Country:	CANADA
Postal Code:	M36 3L6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3450356	CHERRY BERRY BASH
Registration Number:	3450235	GRAPE BERRY SURGE
Registration Number:	1476126	MR.BIG
Registration Number:	1036329	NEILSON
Registration Number:	3450236	RASPBERRY LEMONADE RUSH
Registration Number:	2304261	SOUR PATCH
Registration Number:	3694279	SOUR PATCH
Registration Number:	3674101	SOUR PATCH CHILLERZ
Registration Number:	3146678	SOUR PATCH CONNECTORS
Registration Number:	3160364	SOUR PATCH EXTREME
Registration Number:	2812019	
Registration Number:	3847304	SOUR PATCH KIDS
Registration Number:	3314527	SOUR PATCH XPLODERZ
Registration Number:	3231994	SOUR THEN SWEET

CH \$415.00 3450356

Registration Number:	3151579	SOUR. SWEET. GONE.
Serial Number:	77501080	SOUR PATCH

CORRESPONDENCE DATA

Fax Number: (973)909-1402
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-909-2887
Email: groupip@kraftfoods.com
Correspondent Name: Elisabeth Stewart Bradley
Address Line 1: 941 Route 10 East
Address Line 4: Whippany, NEW JERSEY 07981

ATTORNEY DOCKET NUMBER:	69320
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	James Cioli
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Signature:	/James Cioli/
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Date:	01/14/2011
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Total Attachments: 9
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Certificate of Amalgamation

Canada Business Corporations Act

Certificat de fusion

Loi canadienne sur les sociétés par actions

KRAFT CANADA INC.

Corporate name / Dénomination sociale

771388-6

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

JE CERTIFIE que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Marcie Girouard

Director / Directeur

2010-12-26

Date of Amalgamation (YYYY-MM-DD)

Date de fusion (AAAA-MM-JJ)

FORM 9
ARTICLES OF AMALGAMATION
(SECTION 185)

FORMULAIRE 9
STATUTS DE FUSION
(ARTICLE 185)

Form 9

1 - Name of the Amalgamated Corporation / Dénomination sociale de la société issue de la fusion
KRAFT CANADA INC.

2 - The province or territory in Canada where the registered office is to be situated (do not indicate the full address) / La province ou le territoire au Canada où sera situé le siège social (n'indiquez pas l'adresse complète)
Ontario

3 - The classes and any maximum number of shares that the corporation is authorized to issue / Catégories et tout nombre maximal d'actions que la société est autorisée à émettre
The Corporation is authorized to issue an unlimited number of common shares and an unlimited number of preferred shares. The annexed Schedule 1 is incorporated in this form.

4 - Restrictions, if any, on share transfers / Restrictions sur le transfert des actions, s'il y a lieu
There are no restrictions.

5 - Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes) / Nombre minimal et maximal d'administrateurs (pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)
 Minimum: Maximum: Minimal: Maximal:

6 - Restrictions, if any, on business the corporation may carry on / Limites imposées à l'activité commerciale de la société, s'il y a lieu
There are no restrictions.

7 - Other provisions, if any / Autres dispositions, s'il y a lieu
The annexed Schedule 2 is incorporated in this form.

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows: / La fusion a été approuvée en accord avec l'article ou le paragraphe de la Loi indiqué ci-après
 183 184(1) 184(2)

9 - Declaration: I hereby certify that I am a director or an officer of the corporation. / Déclaration: J'atteste que je suis un administrateur ou un dirigeant de la société.

Name of the amalgamating corporations / Dénomination sociale des sociétés fusionnantes	Corporation No. / N° de la société	Signature
KRAFT CANADA INC.	3 9 9 2 5 7 - 8	
CADBURY BEVERAGES CANADA INC. / BREUVAGES CADBURY CANADA INC.	0 3 8 0 1 4 - 8	
CADBURY ADAMS CANADA INC.	4 5 3 3 1 7 - 8	

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).
Nota: Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de \$ 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA).

KRAFT CANADA INC.

SCHEDULE 1

1. The rights, privileges, restrictions and conditions attaching to the preferred share are as follows:
 - (a) **Payment of Dividends:** The holder of the preferred share shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holder of the preferred share, the board of directors may in its sole discretion declare dividends on the preferred share to the exclusion of any other class of shares of the Corporation.
 - (b) **Participation upon Liquidation, Dissolution or Winding Up:** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holder of the preferred share shall be entitled to receive from the assets of the Corporation a sum equivalent to the aggregate Redemption Amount (as hereinafter defined) of the preferred share held by the holder before any amount shall be paid or any assets of the Corporation distributed to the holders of any common shares or shares of any other class ranking junior to the preferred share. After payment to the holder of the preferred share of the amount so payable as above provided the holder shall not be entitled to share in any further distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs.
 - (c) **Redemption at Option of Holder:** The holder of the preferred share shall be entitled to require the Corporation to redeem, subject to the requirements of the *Canada Business Corporations Act* as now enacted or as the same may from time to time be amended, re-enacted or replaced, at any time the preferred share held by such holder by tendering to the Corporation at its registered office a share certificate representing the preferred share which the holder desires to have the Corporation redeem together with a request in writing specifying (i) that the holder desires to have the preferred share represented by such certificate redeemed by the Corporation and (ii) the business day (herein referred to as the "Redemption Date") on which the holder desires to have the Corporation redeem the preferred share. The Redemption Date shall not be less than 30 days (or such shorter period to which the Corporation may consent) after the day on which the request in writing is given to the Corporation. Upon receipt of the share certificate representing the preferred share which the holder desires to have the Corporation redeem together with such a request the Corporation shall on the Redemption Date redeem the preferred share by paying to such holder the Redemption Amount (as hereinafter defined). Such payment shall be made (i) by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada, (ii) with the consent of the holder, by the issuance to the holder of a promissory note of the Corporation payable upon demand without interest, or (iii) if the holder of the preferred share consents, by any other means.

The preferred share shall be redeemed on the Redemption Date and from and after the Redemption Date the holder of the preferred share shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of a holder of the preferred share in respect thereof unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights of the holder of the preferred share shall remain unaffected.

- (d) **Redemption by Corporation:** The Corporation may, without notice, redeem at any time the preferred share from the holder thereof as the board of directors of the Corporation may in its sole discretion determine on payment of an amount for the preferred share equal to the fair market value of the issued and outstanding shares of Nabisco Taiwan Corporation (the "Nabisco Taiwan Shares") determined as at March 14, 2003, such fair market value being herein referred to as the "Redemption Price", plus all declared and unpaid dividends on the preferred share, the whole constituting and being herein referred to as the "Redemption Amount".
- (e) **Idem:** On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holder of the preferred share to be redeemed the Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificate representing the preferred share called for redemption. Such payment shall be made (i) by cheque payable at par at any branch of the Corporation's bankers in Canada, (ii) with the consent of the holder, by the issuance to such holder of a promissory note of the Corporation payable upon demand without interest, or (iii) if the holder of the preferred share consents, by any other means. From and after the date specified by the Corporation for redemption the holder of the preferred share called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of the holder of the preferred share in respect thereof unless payment of the Redemption Amount is not made upon presentation of the certificate in accordance with the foregoing provisions, in which case the rights of the holder of the preferred share shall remain unaffected.
- (f) **Idem:** If any taxing authority having jurisdiction makes or proposes to make an assessment or re-assessment of tax on the basis that the fair market value attributed by the Corporation to the issued and outstanding Nabisco Taiwan Shares in paragraph (d) above determined as at March 14, 2003 differs from the fair market value for such Nabisco Taiwan Shares at such time, then the Redemption Price shall be increased or decreased, as the case may be, to an amount such that the Redemption Price equals the fair market value for such Nabisco Taiwan Shares at such time that:
 - (i) is agreed upon by such taxing authority and the Corporation in settlement of such assessment or proposed assessment or reassessment,
 - (ii) serves as the basis for such assessment or reassessment against which no appeal is taken, or
 - (iii) is finally established by a court or tribunal of competent jurisdiction on appeal from such assessment or reassessment.

Such increase or decrease shall forthwith following the applicable event or circumstance be confirmed by the board of directors of the Corporation by resolution, and thereafter the Redemption Price shall be deemed to be and always to have been the amount so confirmed.

- (g) **Idem:** If the board of directors of the Corporation determine, based on information, including without limitation financial accounting information, not available to it at the date of amendment of the Articles of Amalgamation of the Corporation to provide for these rights, privileges, restrictions and conditions to be attached to the preferred share, that the fair market value of the issued and outstanding Nabisco Taiwan Shares as set out in paragraph (d) above determined as at March 14, 2003 differs from the fair market value for such Nabisco Taiwan Shares at such time, that the Redemption Price shall be increased or decreased, as the case may be, to an amount such that the Redemption Price equals the fair market value for such Nabisco Taiwan Shares that is at that time determined by the board of directors of the Corporation by resolution, and thereafter the Redemption Price shall be deemed to be and always to have been the amount so determined.
- (h) **Idem:** In the event that the Redemption Price is increased pursuant to clause (f) or (g) hereof following a redemption or purchase for cancellation or otherwise of the preferred share, the Corporation shall pay to the holder of the preferred share whose share was redeemed or purchased for cancellation or otherwise, by way of an increase in the Redemption Price, an amount equal to the increase determined pursuant to clause (f) or (g) hereof and an amount equal to 5% per annum of such increase, compounded annually, computed from the date of the redemption or purchase for cancellation or otherwise up to and including the date of such payment by the Corporation.
- (i) **Idem:** In the event that the Redemption Price is decreased pursuant to clause (f) or (g) hereof following a redemption or purchase for cancellation or otherwise of the preferred share, the holder of the preferred share that was redeemed or purchased for cancellation or otherwise shall be liable to pay to the Corporation, by way of a decrease in the Redemption Price, an amount equal to the decrease determined pursuant to clause (f) or (g) hereof and an amount equal to 5% per annum of such decrease, compounded annually, computed from the date of the redemption or purchase for cancellation or otherwise up to and including the date of such payment by such holder.
- (j) **Voting Rights:** The holder of the preferred share shall not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting.
- (k) **No Dilution:** In no event shall either (i) any dividend be declared or paid on the preferred share or the common shares or any other shares of the Corporation ranking junior to the preferred share or (ii) the Corporation redeem or purchase for cancellation or otherwise the preferred share or any of the common shares or any other shares of the Corporation ranking junior to the preferred share if, in the opinion of the board of directors of the Corporation, the payment of such dividend or the making of such redemption or purchase, as the case may be, would reduce the realizable value of the assets minus all of the liabilities of the

Corporation (determined in accordance with what the board of directors of the Corporation considers to be generally accepted accounting and valuation principles) to an amount which is less than the Redemption Amount immediately before the time of payment of such dividend, redemption or purchase, as the case may be.

2. The rights, privileges, restrictions and conditions attaching to the common share are as follows:
- (a) **Dividends:** Subject to the prior rights of the holders of the preferred shares and any other shares ranking senior to the common shares with respect to priority in the payment of dividends, the holders of common shares shall be entitled to receive dividends and the Corporation shall pay dividends thereon, as and when declared by the board of directors of the Corporation out of moneys properly applicable to the payment of dividends, in such amounts and in such form as the board of directors of the Corporation may from time to time determine and all dividends which the board of directors of the Corporation may declare on the common shares shall be declared and paid in equal amounts per share on all common shares at the time outstanding.
 - (b) **Dissolution:** In the event of the dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the prior rights of the holders of the preferred shares and any other shares ranking senior to the common shares with respect to priority in the distribution of assets upon dissolution, liquidation, winding-up or distribution for the purpose of winding-up, the holders of the common shares shall be entitled to receive the remaining property and assets of the Corporation.
 - (c) **Voting Rights:** The holders of the common shares will be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall have one vote for each common share held at all meetings of the shareholders of the Corporation, except meetings at which any holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series.

SCHEDULE 2

The following other provisions form part of these Articles of Amalgamation:

1. Without limiting the borrowing powers of the corporation as set forth in the *Canada Business Corporations Act*, the directors may from time to time on behalf of the Corporation without authorization of the shareholders:
 - (a) Borrow money on the credit of the Corporation;
 - (b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantee of the Corporation, whether secured or unsecured;
 - (c) To the extent permitted by the *Canada Business Corporations Act*, give a guarantee on behalf of the Corporation to secure performance of any present or future indebtedness, liability or obligation of any person; and
 - (d) Mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal movable or immovable, property of the Corporation including book debts, rights, powers, franchises and undertakings, to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness, liability or obligation of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

Form 2

Initial Registered Office Address and First Board of Directors
(To be filed with Articles of Incorporation, Amalgamation and Continuance)
(Sections 19 and 106 of the Canada Business Corporations Act (CBCA))

Changes to the registered office or the board of directors are to be made by filing Form 3 — Change of Registered Office Address or Form 6 — Changes Regarding Directors.

Instructions

1 At least 25 per cent of the directors of a corporation must be Canadian residents. If a corporation has four directors or less, at least one director must be a Canadian resident (subsection 105(3) of the Canada Business Corporations Act (CBCA)).

If the corporation is a "distributing" corporation, there must be at least three directors.

However, the board of directors of corporations operating in uranium mining, book publishing and distribution, book sale or film and video distribution must be comprised of a majority of Canadian residents (subsection 105(3.1) of the CBCA). If the space available is insufficient, please attach a schedule to the form.

2 Declaration

In the case of an incorporation, this form must be signed by the incorporator. In the case of an amalgamation or a continuance, this form must be signed by a director or an officer of the corporation (subsection 262.2) of the CBCA).

General

The information you provide in this document is collected under the authority of the CBCA and will be stored in personal information bank number IC/PPJ-D49. Personal information that you provide is protected under the provisions of the Privacy Act. However, public disclosure pursuant to section 266 of the CBCA is permitted under the Privacy Act.

If you require more information, please consult our website at www.corporationscanada.ic.gc.ca or contact us at 613-941-9042 (Ottawa region), toll-free at 1-866-333-5556 or by email at corpor@scn.ca.

File documents online
(except for Articles of Amalgamation):
**Corporations Canada Online
Filing Centre:**
www.corporationscanada.ic.gc.ca

Or send documents by mail:
**Director General,
Corporations Canada
Jean Edmonds Tower South
9th Floor
385 Laurier Ave. West
Ottawa ON K1A 0G8**

By Facsimile:
613-941-0999

1 Corporation name

KRAFT CANADA INC.

2 Address of registered office (must be a street address, a P.O. Box is not acceptable)

95 Moatfield Dr.

NAME AND STREET NAME

Don Mills Ontario M3B 3L6

CITY PROVINCE/TERRITORY POSTAL CODE

3 Mailing address (if different from the registered office)

SAME AS ABOVE

ADDRESS OF

NAME AND STREET NAME

CITY PROVINCE/TERRITORY POSTAL CODE

4 Members of the board of directors

FIRST NAME	LAST NAME	RESIDENTIAL ADDRESS (must be a street address, a P.O. Box is not acceptable)	CANADIAN RESIDENT (Yes/No)
Rosanne M.	Angotti	60 Fairfield Road Toronto, Ontario, M4P 1T2	Yes
Dino	Bianco	1705 Covington Terrace Mississauga, Ontario, L5M 3S4	Yes
Brendan P.	Flynn	2095 Lakeshore Blvd. West, Suite 115 Toronto, Ontario, M8V 4G4	Yes

5 Declaration

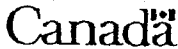
I hereby certify that I have relevant knowledge and that I am authorized to sign and submit this form.

SIGNATURE

John Kelly MacGregor (416) 441-5406

PRINT NAME ITI PHONE NUMBER

Note: If the presentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).



IC 2904 (2006/12)

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2010-12-17

Corporations Canada
9th floor, Jean Edmonds Towers South
365 Laurier Avenue West
Ottawa, Ontario K1A 0C8

Corporations Canada
9e étage, Tour Jean Edmonds sud
365, avenue Laurier ouest
Ottawa (Ontario) K1A 0C8

Corporation Information Sheet

Canada Business Corporations Act (CBCA)

Fiche de renseignements concernant la société

Loi canadienne sur les sociétés par actions (LCSA)

KRAFT CANADA INC.

Corporation Number	771388-6	Numéro de société
Corporation Key Required for changes of address or directors online	94525119	Clé de société Requise pour mettre à jour en ligne l'adresse du siège social ou l'information concernant les administrateurs
Anniversary Date Required to file annual return	12-26 (mm-dd/mm-jj)	Date anniversaire Requise pour le dépôt du rapport annuel
Annual Return Filing Period Starting in 2011	12-26 to/au 02-24 (mm-dd/mm-jj)	Période pour déposer le rapport annuel Débutant en 2011

Reporting Obligations

A corporation can be dissolved if it defaults in filing a document required by the CBCA. To understand the corporation's reporting obligations, consult **Keeping Your Corporation in Good Standing** (enclosed or available on our website).

Obligations de déclaration

Une société peut être dissoute si elle omet de déposer un document requis par la LCSA. Pour connaître les obligations de déclaration de la société veuillez consulter la brochure **Maintenir votre société en conformité**, ci-jointe ou disponible dans notre site Web.

Corporate Name

Where a name has been approved, be aware that the corporation assumes full responsibility for any risk of confusion with existing business names and trademarks (including those set out in the NUANS® search report). The corporation may be required to change its name in the event that representations are made to Corporations Canada and it is established that confusion is likely to occur. Also note that any name granted is subject to the laws of the jurisdiction where the corporation carries on business. For additional information, consult **Protecting Your Corporate Name** (enclosed or available on our website).

Dénomination sociale

En dépit du fait que Corporations Canada ait approuvé la dénomination sociale, il faut savoir que la société assume toute responsabilité de risque de confusion avec toutes dénominations commerciales, marques de commerce existantes (y compris celles qui sont citées dans le rapport de recherche NUANS^{MD}). La société devra peut-être changer sa dénomination advenant le cas où des représentations soient faites auprès de Corporations Canada établissant qu'il existe une probabilité de confusion. Il faut aussi noter que toute dénomination octroyée est assujettie aux lois de l'autorité législative où la société mène ses activités. Pour obtenir de l'information supplémentaire, veuillez consulter le document **Protection de la dénomination sociale** ci-joint ou disponible dans notre site Web.