

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Folgers Coffee Company		04/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Folger Coffee Company
Street Address:	One Strawberry Lane
City:	Orrville
State/Country:	OHIO
Postal Code:	44667
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2872836	AROMASEAL
Registration Number:	1842662	BROTHERS
Registration Number:	3458822	CARAMEL DRIZZLE
Registration Number:	2602872	FOLGERS BREAKFAST BLEND
Registration Number:	2613527	FOLGERS CLASSIC ROAST
Registration Number:	3127908	FOLGERS FILTER PACKS
Registration Number:	3421929	FOLGERS GOURMET SELECTIONS
Registration Number:	3283616	FOLGERS SIMPLY SMOOTH
Registration Number:	2596038	FOLGERS SPECIAL ROAST
Registration Number:	1597670	GOURMET SUPREME
Registration Number:	3499612	MORNING CAFE
Registration Number:	2336167	
Registration Number:	2036531	MOUNTAIN GROWN
Registration Number:	1398714	MOUNTAIN GROWN

CH \$440.00 2872836

Registration Number:	3395869	SIMPLY SMOOTH
Registration Number:	2371462	THE BEST PART OF WAKIN' UP IS FOLGERS IN YOUR CUP
Serial Number:	85256517	FOLGERS COFFEE SINGLES

CORRESPONDENCE DATA

Fax Number: (330)684-3026
Phone: 13306846272
Email: heather.novak@jmsmucker.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Adam M. Ekonomon
Address Line 1: One Strawberry Lane
Address Line 4: Orrville, OHIO 44667

ATTORNEY DOCKET NUMBER:	FOLGERS TO FOLGER
NAME OF SUBMITTER:	Adam M. Ekonomon
Signature:	/Adam M. Ekonomon/
Date:	11/17/2011

Total Attachments: 3
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of April 30, 2011, is made and entered into by and between The Folgers Coffee Company, a Delaware corporation ("Folgers"), and The Folger Coffee Company, an Ohio corporation ("Subsidiary").

1. **Defined Terms.** The following terms have the meanings specified or referred to in this Section 1:

1.1 "Intellectual Property" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the applicable laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or governmental authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

1.2 "Intellectual Property Assets" means all Intellectual Property that is owned by Folgers.

1.3 "Intellectual Property Licenses" means all licenses, sublicenses and other agreements by or through which other persons grant Folgers exclusive or non-exclusive rights or interests in or to any Intellectual Property.

2. **Contribution by Folgers.** At 11:59 p.m. on April 30, 2011, Folgers will contribute, transfer, assign, convey and deliver to Subsidiary all of the Intellectual Property Assets and Intellectual Property Licenses owned by Folgers.

3. **Deliveries.** On or as soon as reasonably practicable following the date hereof, Folgers will deliver or cause to be delivered to Subsidiary assignments in form and substance satisfactory to the parties and duly executed by Folgers, transferring all of Folgers' right, title and interest in and to the Intellectual Property Assets and Intellectual Property Licenses to Subsidiary.

4. **Further Assurances.** Each party hereto will execute and deliver such additional agreements, documents and instruments and take such other actions as the other party may

reasonably request in order to carry out the intent of this Agreement or to better evidence or effectuate the transactions contemplated hereby.

5. **Tax Treatment.** The transfer is being effected for good and valid non-federal tax reasons and the parties intend for the transfer to be treated under recognized U.S. federal income tax principles as the constructive exchange of the Intellectual Property Assets and Intellectual Property Licenses of Folgers for shares of common stock of an equivalent value of Subsidiary, in a transaction qualifying as a tax-free exchange under Section 351 of the Internal Revenue Code of 1986, as amended.


6. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same instrument.

7. **Certain Filing Requirements.** In preparing and filing any required U.S. federal, state or local income tax forms or reports, the parties will take no position inconsistent with the terms and understandings set forth in this Agreement, and without limitation will comply with the procedural, recordkeeping and reporting requirements of Treasury Regulation Section 1.351-3 and any similar state or local income tax requirements.

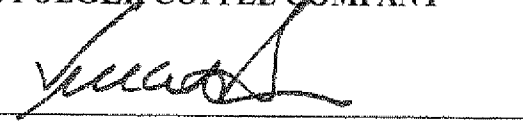
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IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the day and year first written above.

THE FOLGERS COFFEE COMPANY

By: 
Name: Richard K. Smucker
Title: Co-Chief Executive Officer

THE FOLGER COFFEE COMPANY

By: 
Name: Vincent C. Byrd
Title: President