

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
The Procter & Gamble Company		05/31/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Kellogg North America Company
Street Address:	One Kellogg Square
City:	Battle Creek
State/Country:	MICHIGAN
Postal Code:	49016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	0916415	PRINGLES
Registration Number:	2192334	PRINGLES
Registration Number:	2583848	
Registration Number:	2619012	PRINGLES
Registration Number:	2602907	PRINGLES
Registration Number:	2670298	PRINGLES
Registration Number:	2647335	SNACK STACKS
Registration Number:	2772656	PRINGLES
Registration Number:	3046805	KING CAN
Registration Number:	3046900	PRINTS
Registration Number:	3046901	PRINGLES PRINTS
Registration Number:	3096527	CHEEZUMS
Registration Number:	3527556	EAGLE
Registration Number:	3952352	EAGLE

CH \$740.00 0916415

Registration Number:	3082432	FLAVOR FEST
Registration Number:	3999196	NOT ALL SNACKS ARE CREATED EAGLE
Registration Number:	3396166	FLAVOR ESCAPE
Registration Number:	3314433	READ 'EM AND EAT 'EM
Registration Number:	3482406	PRINGLES SELECT
Registration Number:	3583824	PRINGLES STIX
Registration Number:	3641707	RICE INFUSIONS
Registration Number:	3645406	PRINGLES RICE INFUSIONS
Registration Number:	3629909	PRINGLES SELECT BOLD CRUNCH
Registration Number:	3858727	RESTAURANT CRAVERS
Registration Number:	3782561	STACKED WITH TASTE
Registration Number:	3832740	FAMILY FAVES
Registration Number:	4105932	GRAB & GO STACK
Registration Number:	3929263	FUN STACK
Registration Number:	3941860	TEST YOUR TASTE BUDS!

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 513-983-1322
 Email: pgtrademarks.im@pg.com
 Correspondent Name: Tara M. Rosnell
 Address Line 1: 299 East Sixth Street
 Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	TM-010771 /
NAME OF SUBMITTER:	Tara M. Rosnell
Signature:	/Tara M. Rosnell/
Date:	08/10/2012

Total Attachments: 5
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AMENDED AND RESTATED TRANSACTION AGREEMENT

between

THE PROCTER & GAMBLE COMPANY

AND

KELLOGG COMPANY

dated as of

May 31, 2012

and other Assets to Acquiror, the execution and delivery of this Agreement and the Ancillary Agreements by Seller and, if applicable, its Subsidiaries, and the consummation by Seller and, if applicable, its Subsidiaries of the transactions contemplated hereby and thereby do not and will not: (i) violate or conflict with any provision of their respective certificates or articles of incorporation, bylaws or code of regulations (or the comparable governing documents); (ii) violate or conflict with any Law or Order of any Governmental Authority applicable to Seller or any of its Subsidiaries or by which any of their respective properties or assets that will be Conveyed to Acquiror or are owned by the Wimbledon Entities as of the Closing may be bound; (iii) require any Governmental Approval; or (iv) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, require any Consent or notice, create a penalty or increase in the payment or performance obligations under or give rise to any right of termination, cancellation, suspension, revocation or acceleration, or result in the creation of any Security Interest upon any of the properties or assets of Seller or its Subsidiaries that will be Conveyed to Acquiror or are owned by the Wimbledon Entities as of the Closing, or give rise to any obligation, right of termination, cancellation, suspension, revocation, acceleration, penalty or increase of any obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any Wimbledon Material Contract, excluding in the case of clauses (ii) through (iv) above, conflicts, violations, breaches, defaults, rights of payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Security Interests which would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE.

2.04 ***Intellectual Property***. (a) Subject to the next sentence, Seller or a Wimbledon Entity is the sole and exclusive owner of the Registered Intellectual Property being Conveyed pursuant to Section 1.05 or licensed pursuant to Section 4.25 free and clear of any Security Interests except for such Security Interests that are not material to the Snacks Business and such owner is entitled to use all Included IP Registered Intellectual Property in the operation of the Snacks Business as operated by Seller prior to Closing. Except as set forth in Section 1.05(a)(vii) of the Seller Disclosure Letter or a Contract listed in Section 2.07, no Included IP Asset that constitutes Intellectual Property that is registered or the subject of a pending application for registration in any jurisdiction (the "Registered Intellectual Property") is owned by more than one Person, is licensed to any third party or is subject to any material restrictions on its disclosure, use, license or transfer. The Contract under which any material item of Licensed Intellectual Property within the Included IP Assets is licensed (the "Licensed Intellectual Property") is in full force and effect, is valid and enforceable. Seller or a Wimbledon Entity has the right to use each material item of Licensed Intellectual Property in accordance with the terms of the applicable license Contract in the operation of the Snacks Business as conducted by Seller prior to Closing.

(b) Except as would not be material, the Snacks Business as currently conducted by Seller and its Subsidiaries does not infringe, misappropriate or otherwise violate any Registered Intellectual Property right of any third party. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Snacks Business MAE, with respect to Intellectual Property other than Registered

preparation of all documents required in connection with the Financing, (ii) participating in meetings, presentations and due diligence sessions, (iii) reviewing materials for presentations, memoranda, offering and syndication documents and similar documents required in connection with the Financing, (iv) if requested, facilitating Acquiror's efforts to pledge collateral of the Wimbledon Entities (which pledging of collateral (at Acquiror's request), for the avoidance of doubt, shall not be effective prior to the Closing) and efforts to obtain surveys, title insurance and estoppel letters as reasonably requested, (v) as promptly as reasonably practicable providing monthly and quarterly interim financial statements and (vi) providing any other financial information reasonably requested by Acquiror.

4.10 **Non-Solicitation; No Hiring.** Seller agrees that for a period of 24 months from the Closing Date, Seller will not, and will cause each other member of the Seller Group not to, without obtaining the prior written consent of Acquiror, directly or indirectly, solicit for employment or employ (or refer to another Person for the purpose of such Person soliciting for employment or employing) any Continuing Employee (after giving effect to any employee transfers contemplated in this Agreement); provided, however, that (i) no member of the Seller Group will be deemed to have solicited any such person who is an employee of the Acquiror Group and responds to any general media advertisement or job posting placed by on behalf of Seller or any member of the Seller Group or such person is contacted by an employment search firm engaged by Seller or a member of the Seller Group that is not specifically directed to solicit persons employed by Acquiror or the Acquiror Group and such contact is initiated without the involvement or knowledge of a Senior Executive of Seller, the Seller Group or any of their respective Subsidiaries and such employee is not hired by Seller or its Affiliates and (ii) any member of the Seller Group may solicit and hire any such person who has been terminated by the relevant member of the Acquiror Group or has been given notice of such termination, in either case, prior to any direct or indirect solicitation by any member of the Seller Group.

4.11 **Intellectual Property Assignment/Recordation.** Each Party will be responsible for, and will pay all expenses (whether incurred before or after the Closing) involved in notarization, authentication, legalization and/or consularization of the signatures of any of the representatives of its Group on any of the Transfer Documents relating to the transfer of Intellectual Property. Acquiror will be responsible for, and will pay all expenses (whether incurred before or after the Closing) relating to, the recording of any such Transfer Documents relating to the transfer of Intellectual Property to any member of the Acquiror Group with any Governmental Authorities as may be necessary or appropriate.

4.12 **Use Of Seller Names And Marks.** (a) "Seller Names and Marks" means the names and marks "Procter & Gamble" and "P&G" (in any style or design), and any Trademark derived from, confusingly similar to or including any of the foregoing. Subject to the terms and conditions of this Section 4.12, Seller, on behalf of itself and its Affiliates as necessary, grants to the Wimbledon Entities a limited, non-transferable, non-exclusive royalty-free license to use the Seller Names and Marks solely in the manner and for the duration specified in this Section 4.12. Except as expressly

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

THE PROCTER & GAMBLE COMPANY

By: Teri L. List-Stoll
Name: Teri L. List-Stoll
Title: Senior Vice President and
Treasurer

KELLOGG COMPANY

By: _____
Name:
Title:

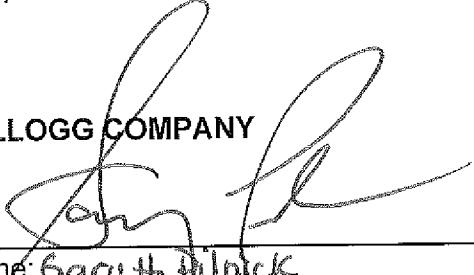
[Signature Page to the Amended and Restated Transaction Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

THE PROCTER & GAMBLE COMPANY

By: _____
Name:
Title:

KELLOGG COMPANY

By: 
Name: Gary H. Hilnick
Title: Senior Vice President - General Counsel, Corporate Development and Secretary

APPROVED FOR SIGNATURE
KELLOGG LEGAL



[Signature Page to the Amended and Restated Transaction Agreement]