

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------------|---|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kellogg North America Company | | 09/06/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Pringles LLC | | |
| Street Address: | One Kellogg Square | | |
| Internal Address: | PO Box 3599 | | |
| City: | Battle Creek | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 49016-3599 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85664983 | TORENGOS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3124568435 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 312.456.8400 | | |
| Email: | chiipmail@gtlaw.com, matthewsk@gtlaw.com, hannond@gtlaw.com | | |
| Correspondent Name: | David W. Hannon, Greenberg Traurig, LLP | | |
| Address Line 1: | 77 W. Wacker Drive | | |
| Address Line 2: | Suite 3100 | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| ATTORNEY DOCKET NUMBER: | 126968.014200 | | |
| NAME OF SUBMITTER: | David W. Hannon | | |

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|--|-------------------|
| Signature: | /David W. Hannon/ |
| Date: | 09/10/2012 |
| Total Attachments: 2 source=torengosassign#page1.tif source=torengosassign#page2.tif | |

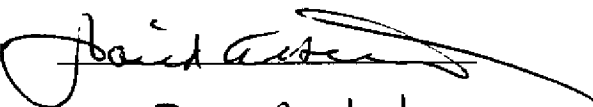
TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, **Kellogg North America Company** a Delaware corporation with its address at One Kellogg Square, P.O. Box 3599, Battle Creek, Michigan, 49016-3599 (hereinafter referred to as "ASSIGNOR") hereby transfers, assigns, and conveys to **Pringles LLC**, a Delaware limited liability company, having a principal place of business at One Kellogg Square, P.O. Box 3599, Battle Creek, Michigan, 49016-3599 (hereinafter referred to as "ASSIGNEE"), ASSIGNOR's entire U.S. right, title and interest in and to, the trademarks, service marks and trade names, together with the goodwill respectively symbolized thereby, as well as any and all trademark/service mark applications and registrations, associated therewith, all as collectively listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States trademark (or service mark) registrations which may issue on same in the future. Together with ASSIGNOR's entire right, title and interest in, as well as the goodwill of the business associated with, the above trademark, service mark and trade name rights being assigned to ASSIGNEE, are any and all rights and privileges in the United States associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this Agreement.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registration before the United States Patent and Trademark Office at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademark, service mark and trade name.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

Kellogg North America Company

By: 

Printed Name: David A. Herdman

Title: ASSISTANT SECRETARY
September 6, 2012

Pringles LLC

By: 

Printed Name: _____

Title: _____ **Jane Jeannero**
Assistant Secretary
September 6, 2012

SCHEDULE A

| Mark | Country | Application No. | Application Date |
|-------------|----------------|------------------------|-------------------------|
| TORENGOS | United States | 85/664983 | 06/29/12 |