

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
Trebor Bassett Limited		06/27/2011	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Cadbury UK Limited
Street Address:	PO Box 12, Bournville Lane
Internal Address:	Bournville
City:	Birmingham
State/Country:	UNITED KINGDOM
Postal Code:	B30 2LU
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3040477	BASSETT'S
Registration Number:	4222721	
Registration Number:	3573876	G&BS
Registration Number:	3337457	GREEN & BLACK'S
Registration Number:	3259850	
Registration Number:	3344344	GREEN & BLACK'S ORGANIC
Registration Number:	3808038	GREEN & BLACK'S ORGANIC
Registration Number:	4283462	INSPIRING TASTE
Registration Number:	3758971	LIVE IN THE &
Registration Number:	3385510	MAYA GOLD
Registration Number:	3380480	MAYA GOLD GREEN & BLACK'S ORGANIC

CORRESPONDENCE DATA

CH \$290.00 3040477

Fax Number: 9735032348

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

Phone: 973-503-3109

Email: groupip@mdlz.com

Correspondent Name: James Cioli

Address Line 1: 100 Deforest Avenue

Address Line 4: East Hanover, NEW JERSEY 07936

ATTORNEY DOCKET NUMBER:

PROJECT HELIX - D1 ASSIGN

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

James Cioli

Signature:

/James Cioli/

Date:

02/27/2013

Total Attachments: 8

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DATED 29 JUNE 2011

TREBOR BASSETT LIMITED

and

CADBURY UK LIMITED

INTELLECTUAL PROPERTY ASSIGNMENT

Baker & McKenzie LLP

LONDON

Ref: SFJ/CZG

LONDOCS3457745

TRADEMARK
REEL: 004971 FRAME: 0285

DATE: 27 JUNE 2011.

BETWEEN:

- (1) **TREBOR BASSETT LIMITED**, a company incorporated under the laws of England and Wales with registered number 00091528 and having its registered office at Cadbury House, Sanderson Road, Uxbridge, Middlesex, UB8 1DH ("TBL"); and
- (2) **CADBURY UK LIMITED**, a company incorporated under the laws of England and Wales with registered number 00155256 and having its registered office at PO Box 12, Bournville Lane, Bournville, Birmingham, B30 2LU ("CUKL").

RECITALS:

- (A) TBL is the legal and beneficial owner of the Intellectual Property (as defined below); and
- (B) TBL has agreed with CUKL to sell and assign the Intellectual Property to CUKL, and CUKL has agreed to purchase and accept such assignment in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Effective Time" means 00:02 a.m. British Summer Time on 27 June 2011.
- 1.2 "Consideration Amount" means £8,776,000, being the net book value of the Intellectual Property and the Licences exclusive of any applicable taxes including VAT.
- 1.3 "Intellectual Property" means the registered and unregistered Intellectual Property Rights described in Schedule 1 to this Agreement.
- 1.4 "Intellectual Property Rights" means all patents, rights in inventions, rights in designs, trade marks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights in any part of the world, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights for their full term.
- 1.5 "Licences" means the licence agreements listed in Schedule 2 to this Agreement.
- 1.6 "VAT" means value added tax as defined in the VATA.
- 1.7 "VATA" means the Value Added Tax Act 1994.
- 1.8 References to this Agreement include the recitals and Schedules which form part of this Agreement for all purposes. References in this Agreement to the parties, the recitals, Schedules and clauses are references respectively to the parties and their legal personal representatives, successors and permitted assigns, the recitals and Schedules to and clauses of this Agreement.
- 1.9 The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 1.10 References to "include" and "including" (or any similar term) shall not be construed as implying any limitation and general words introduced by the word "other" (or any similar

term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. ASSIGNMENT OF THE INTELLECTUAL PROPERTY AND RELATED LICENCES

- 2.1 With effect from the Effective Time, in consideration for receipt of the Consideration Amount (the receipt and sufficiency of which is hereby acknowledged), TBL hereby assigns to CUKL absolutely all of its legal and beneficial right, title and interest in and to: (a) the Intellectual Property and (b) the Licences, together with the right to sue in respect of every act of infringement of the Intellectual Property occurring prior to the Effective Time, and the right for CUKL to bring proceedings against any third party in relation to the Intellectual Property.
- 2.2 CUKL shall satisfy the Consideration Amount by entering into a loan note agreement with TBL and issuing a loan note to TBL in the form set out in Schedule 3 (the "Loan Note") such Loan Note to be effective as at the Effective Time.
- 2.3 TBL agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as CUKL may reasonably require, whether on or after the Effective Time, to implement, or record the effect of, this Agreement and the transactions contemplated by this Agreement.

3. GENERAL

- 3.1 The parties warrant to each other that they each have full power and authority to enter into this Agreement, which constitutes legal obligations which are valid and binding on them in accordance with their terms, and that they each have full power and authority to perform those obligations.
- 3.2 Neither party shall assign or transfer its rights or obligations under this Agreement except with the prior written approval of the other party; provided, however, that both parties may assign or transfer its rights or obligations under this Agreement to any member of the group of companies of which it forms part.
- 3.3 The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to complete the transactions contemplated in this Agreement.
- 3.4 This Agreement (together with any documents executed pursuant hereto) constitutes the whole agreement between the parties to this Agreement.
- 3.5 This Agreement may be executed in one or more counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument.
- 3.6 No variation (or waiver of any provision or condition of this Agreement) shall be effective unless it is in writing and signed by or on behalf of each of the parties (or, in the case of a waiver, by or on behalf of the party waiving compliance).
- 3.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement may enforce any provision of it.
- 3.8 The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of

England. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement.

The parties have shown their acceptance of the terms of this Agreement by executing it at the end of the Schedules.

SCHEDULE 1 - INTELLECTUAL PROPERTY
UNITED STATES OF AMERICA TRADEMARKS

COUNTRY	REG. OWNER NAME	TRADEMARK	INT CLAS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
United States of America	Trebor Bassett Limited	BASSETT'S [WORD]	30	78/425443	26-May-04	3040477	10-Jan-06
United States of America	Trebor Bassett Limited	BERTIE [DEVICE]	30	85/512998	05-May-11	4222721	09-Oct-12
United States of America	Trebor Bassett Limited	G&Bs [STYIALIZED WORD]	30	77/975856	27-Sep-07	3573876	10-Feb-09
United States of America	Trebor Bassett Limited	GREEN & BLACK'S [WORD]	30	78/971343	11-Sep-06	3337457	13-Nov-07
United States of America	Trebor Bassett Limited	GREEN & BLACK'S LEAF [DEVICE]	30	77/002083	19-Sep-06	3259850	10-Jul-07
United States of America	Trebor Bassett Limited	GREEN & BLACK'S ORGANIC [LABEL]	30	78/969044	07-Sep-06	3344344	27-Nov-07
United States of America	Trebor Bassett Limited	GREEN & BLACK'S ORGANIC [STYIALIZED WORD]	30	77/691861	16-Mar-09	3808038	22-Jun-10
United States of America	Trebor Bassett Limited	INSPIRING TASTE [WORD]	30	85/219924	18-Jan-11	4283462	29-Jan-13
United States of America	Trebor Bassett Limited	LIVE IN THE & [WORD]	30	77/635778	18-Dec-08	3758971	09-Mar-10
United States of America	Trebor Bassett Limited	MAYA GOLD [WORD]	30	78/884527	16-May-06	3385510	19-Feb-08
United States of America	Trebor Bassett Limited	MAYA GOLD GREEN & BLACK'S ORGANIC [LABEL]	30	77/126149	08-Mar-07	3380480	12-Feb-08

EXECUTED by the parties:

Signed for and on behalf of TREBOR BASSETT LIMITED:

Signature: *D. S. [unclear]*
Name: *DAVID COGSON*
Title: *DIRECTOR*
Date: *26 JUNE 2011*

Signed for and on behalf of CADBURY UK LIMITED:

Signature:
Name:
Title:
Date:

EXECUTED by the parties:

Signed for and on behalf of TREBOR BASSETT LIMITED:

Signature:

Name:

Title:

Date:

Signed for and on behalf of CADBURY UK LIMITED:

Signature: *Simon Mabley*

Name: *SIMON MABLEY*

Title: *DIRECTOR*

Date: *26 JUNE 2011*