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
Cadbury Schweppes Treasury International		06/01/2011	CORPORATION: IRELAND

RECEIVING PARTY DATA

Name:	Kraft Foods Global Brands LLC
Street Address:	Three Lakes Drive
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3782168	ADVANCED MOISTURE ACTION
Registration Number:	3222535	ADVANCED VAPOR ACTION
Registration Number:	3165071	APPLE SURGE
Registration Number:	3180316	CHERRY SURGE
Registration Number:	2701481	COOL BERRY
Registration Number:	2849286	COOL CREAMY STRAWBERRY
Registration Number:	0763635	HALLS
Registration Number:	1023600	HALLS
Registration Number:	0762199	HALLS
Registration Number:	4234494	HALLS
Registration Number:	2807429	HALLS
Registration Number:	3074469	HALLS
Registration Number:	3277733	HALLS BREEZERS
Registration Number:	3124910	HALLS BREEZERS

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Registration Number:	3170088	HALLS BURSTS
Registration Number:	3742364	HALLS DEFENSE
Registration Number:	3167406	HALLS DEFENSE
Registration Number:	3222593	H
Registration Number:	0935934	HALLS MENTHO-LYPTUS
Registration Number:	3521423	HALLS NATURALS
Registration Number:	3370116	HALLS PROHEALTH DEFENSE
Registration Number:	3729661	HALLS REFRESH
Registration Number:	1691147	HALLS-PLUS
Registration Number:	1949572	HARVEST CHERRY
Registration Number:	3699538	HARVEST PEACH
Registration Number:	3778993	ICY STRAWBERRY
Registration Number:	3490062	KILL THE COUGH
Registration Number:	3402486	MATA LA TOS
Registration Number:	0274476	MENTHO-LYPTUS
Registration Number:	3165072	MINT SURGE
Registration Number:	3573606	MOUNTAIN BERRY
Registration Number:	3351038	MOUNTAIN MENTHOL
Registration Number:	4038899	PEP TALK IN EVERY DROP
Registration Number:	3803975	TROPICAL CHILL
Registration Number:	3779023	TROPICAL WAVE
Registration Number:	1912183	VAPOR ACTION
Registration Number:	1846446	VAPOR ACTION
Registration Number:	4139975	WARM-UPS
Serial Number:	77595004	ICY LEMON

CORRESPONDENCE DATA

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: 973-309-3109

Email: groupip@mdlz.com

Correspondent Name: James Cioli

Address Line 1: Mondelez Global LLC

Address Line 2: 100 Deforest Avenue

Address Line 4: East Hanover, ILLINOIS 60015

ATTORNEY DOCKET NUMBER:	PROJECT HELIX - D1 (PT 2)

	James Cioli
Signature:	/James Cioli/
Date:	03/06/2013

Total Attachments: 7
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DATED 1 June 2011

CADBURY SCHWEPPES TREASURY INTERNATIONAL

and

KRAFT FOODS GLOBAL BRANDS LLC

DEED OF SALE AND ASSIGNMENT - INTELLECTUAL PROPERTY

Baker & McKenzie LLP

LONDON
Ref: MLB/A&L

M-10325430-11

THIS DEED is made on the 1st day of June 2011.

BETWEEN:

(1) **CADBURY SCHWEPPES TREASURY INTERNATIONAL** a company incorporated under the laws of the Republic of Ireland with registered number 237242 and having its registered office at c/o Cadbury Ireland Limited, Coolock, Dublin 5 ("**CSTI**"); and

(2) **KRAFT FOODS GLOBAL BRANDS LLC,** a limited liability company established in the state of Delaware, U.S.A. with an office at Three Lakes Drive, Northfield, Illinois 60093, U.S.A ("**KF Global Brands**").

RECITALS:

(A) CSTI is the legal and beneficial owner of the Intellectual Property (as defined below); and

(B) CSTI has agreed with KF Global Brands to sell and assign the Intellectual Property to KF Global Brands, and KF Global Brands has agreed to purchase and accept such assignment.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 "**Effective Date**" means 1 June 2011.

1.2 "**Consideration Amount**" means €23,173,478.67 (being the euro equivalent of USD$32,082,900 at a EUR/USD exchange rate of 0.7223, as at 2 February 2010) exclusive of any applicable taxes to be satisfied by letter of direction executed on or around the date of this Deed between, inter alios, Kraft Foods Finance Europe AG, CSTI and KF Global Brands.

1.3 "**Intellectual Property**" means the registered and unregistered Intellectual Property Rights described in the Schedule to this Deed.

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 "**Licence**" means the Trade Mark Licence Agreement dated 31 March 2003 between CSTI (having been assigned from Cadbury Ireland Limited to CSTI by Deed of even date) and KF Global Brands (having been assigned from Cadbury Adams USA LLC to KF Global Brands with effect from 1 January 2011) licensing rights in some or all of the Intellectual Property.

1.6 References to this Deed include the recitals and Schedule which form part of this Deed for all purposes. References in this Deed to the parties, the recitals, Schedule and clauses are references respectively to the parties and their legal personal representatives, successors and permitted assigns, the recitals and Schedule to and clauses of this Deed.

1.7 The headings in this Deed are for convenience of reference only and shall not affect the interpretation of this Deed.

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2. ASSIGNMENT OF THE INTELLECTUAL PROPERTY AND TERMINATION OF LICENCE

2.1 With effect from the Effective Date, in consideration for receipt of the Consideration Amount (the receipt and sufficiency of which is hereby acknowledged), CSTI hereby assigns to KF Global Brands absolutely all of its legal and beneficial right, title and interest in and to the Intellectual Property, together with the right to sue in respect of every act of infringement of the Intellectual Property occurring prior to the Effective Date, and the right for KF Global Brands to bring proceedings against any third party in relation to the Intellectual Property.

2.2 CSTI 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 KF Global Brands may reasonably require, whether on or after the Effective Date, to implement, or record the effect of, this Deed and the transactions contemplated by this Deed.

2.3 The parties acknowledge that KF Global Brands as current licensee under the Licence will, by virtue of this Deed, acquire ownership of the Intellectual Property Rights which are the subject of the Licence and accordingly that the Licence is redundant and is hereby terminated by mutual agreement of the parties with effect from the Effective Date.

3. GENERAL

3.1 The parties warrant to each other that they each have full power and authority to enter into this Deed, 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 Deed 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 Deed 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 Deed.

3.4 This Deed (together with any documents executed pursuant hereto) constitutes the whole agreement between the parties to this Deed.

3.5 All of the provisions of this Deed shall remain in full force and effect notwithstanding completion (except insofar as they set out obligations which have been fully performed at completion).

3.6 This Deed 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 Deed but all the counterparts shall together constitute one and the same instrument.

3.7 No variation (or waiver of any provision or condition of this Deed) 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).

3.8 The construction, validity and performance of this Deed and all non-contractual obligations arising from or connected with this Deed shall be governed by Irish law.

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3.9 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Deed and that accordingly any proceedings in respect of any such claim or matter may be brought in such court.

SCHEDULE

INTELLECTUAL PROPERTY

HALLS INTELLECTUAL PROPERTY

All registered and unregistered Intellectual Property Rights owned by CSTI in relation to the HALLS brand, including (without limitation) the following registered trade marks and designs:-

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COUNTRY	REG. OWNER NAME	TRADEMARK	INT CLAS	APP.NO.	APP.DATE	REG.NO.	REG.DATE
United States of America	Cadbury Ireland Limited	ADVANCED MOISTURE ACTION [WORD]	30	77/618727	20-Nov-08	3782168	27-Apr-10
United States of America	Cadbury Ireland Limited	ADVANCED VAPOR ACTION [WORD]	5, 30	78/886720	18-May-06	3222535	27-Mar-07
United States of America	Cadbury Ireland Limited	APPLE SURGE [WORD]	5	78/753913	15-Nov-05	3165071	31-Oct-06
United States of America	Cadbury Ireland Limited	CHERRY SURGE [WORD]	5	78/754014	15-Nov-05	3180316	05-Dec-06
United States of America	Cadbury Ireland Limited	COOL BERRY [WORD]	30	78/087330	08-Oct-01	2701481	25-Mar-03
United States of America	Cadbury Ireland Limited	COOL CREAMY STRAWBERRY [WORD]	30	78/131396	28-May-02	2849286	01-Jun-04
United States of America	Cadbury Ireland Limited	HALLS [STYLISED WORD]	30	72/159160	14-Dec-62	763635	21-Jan-64
United States of America	Cadbury Ireland Limited	HALLS [STYLISED WORD]	5	73/032045	16-Sep-74	1023600	28-Oct-75
United States of America	Cadbury Ireland Limited	HALLS [STYLISED WORD]	5	72/160116	03-Jan-63	762199	31-Dec-63
United States of America	Cadbury Ireland Limited	HALLS [WORD]	30	85/107919	16-Aug-10	4234494	30-Oct-12
United States of America	Cadbury Ireland Limited	HALLS [WORD]	5	78/122863	19-Apr-02	2807429	20-Jan-04
United States of America	Cadbury Ireland Limited	HALLS [WORD]	5	78/381102	09-Mar-04	3074469	28-Mar-06
United States of America	Cadbury Ireland Limited	HALLS BREEZERS [WORD]	5	78/787352	09-Jan-06	3277733	07-Aug-07
United States of America	Cadbury Ireland Limited	HALLS BREEZERS [WORD]	30	78/602303	05-Apr-05	3124910	01-Aug-06
United States of America	Cadbury Ireland Limited	HALLS BURSTS [WORD]	5	78/665790	07-Jul-05	3170088	07-Nov-06
United States of America	Cadbury Ireland Limited	HALLS DEFENSE [WORD]	5	77/767387	24-Jun-09	3742364	26-Jan-10
United States of America	Cadbury Ireland Limited	HALLS DEFENSE [WORD]	30	78/444777	01-Jul-04	3167406	07-Nov-06
United States of America	Cadbury Ireland Limited	HALLS LOZENGE [DEVICE]	5, 30	78/890059	23-May-06	3222593	27-Mar-07
United States of America	Cadbury Ireland Limited	HALLS MENTHO-LYPTUS [WORD]	5	72/387294	24-Mar-71	935934	20-Jun-72
United States of America	Cadbury Ireland Limited	HALLS NATURALS [WORD]	5	77/139903	26-Mar-07	3521423	21-Oct-08

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COUNTRY	REG. OWNER NAME	TRADEMARK	INT CLAS	APP.NO.	APP.DATE	REG.NO.	REG.DATE
United States of America	Cadbury Ireland Limited	HALLS PROHEALTH DEFENSE [WORD]	5	77/139846	26-Mar-07	3370116	15-Jan-08
United States of America	Cadbury Ireland Limited	HALLS REFRESH [WORD]	5, 30	77/593158	15-Oct-08	3729661	22-Dec-09
United States of America	Cadbury Ireland Limited	HALLS-PLUS [WORD]	5	74/161390	26-Apr-91	1691147	09-Jun-92
United States of America	Cadbury Ireland Limited	HARVEST CHERRY [WORD]	30	74/507244	31-Mar-94	1949572	16-Jan-96
United States of America	Cadbury Ireland Limited	HARVEST PEACH [WORD]	5	77/296537	04-Oct-07	3699538	20-Oct-09
United States of America	Cadbury Ireland Limited	ICY LEMON [WORD]	5	77/595004	17-Oct-08		
United States of America	Cadbury Ireland Limited	ICY STRAWBERRY [WORD]	5	77/595015	17-Oct-08	3778993	20-Apr-10
United States of America	Cadbury Ireland Limited	KILL THE COUGH [SLOGAN]	5	77/975459	20-Sep-06	3490062	19-Aug-08
United States of America	Cadbury Ireland Limited	MATA LA TOS [SLOGAN]	5, 30	77/039574	08-Nov-06	3402486	25-Mar-08
United States of America	Cadbury Ireland Limited	MENTHO-LYPTUS [WORD]	5	71/291388	22-Oct-29	274476	26-Aug-30
United States of America	Cadbury Ireland Limited	MINT SURGE [WORD]	5	78/754062	15-Nov-05	3165072	31-Oct-06
United States of America	Cadbury Ireland Limited	MOUNTAIN BERRY [WORD]	5	77/304088	15-Oct-07	3573606	10-Feb-09
United States of America	Cadbury Ireland Limited	MOUNTAIN MENTHOL [WORD]	5	77/097124	01-Feb-07	3351038	11-Dec-07
United States of America	Cadbury Ireland Limited	PEP TALK IN EVERY DROP [WORD]	5, 30	77/643293	05-Jan-09	4038899	11-Oct-11
United States of America	Cadbury Ireland Limited	TROPICAL CHILL [WORD]	30	77/577319	24-Sep-08	3803975	15-Jun-10
United States of America	Cadbury Ireland Limited	TROPICAL WAVE [WORD]	30	77/610789	10-Nov-08	3779023	20-Apr-10
United States of America	Cadbury Ireland Limited	VAPOR ACTION [WORD AND DEVICE]	5	74/376194	02-Apr-93	1912183	15-Aug-95
United States of America	Cadbury Ireland Limited	VAPOR ACTION [WORD]	5	73/616897	26-Aug-86	1846446	26-Jul-94
United States of America	Cadbury Ireland Limited	WARM-UPS [WORD]	5	85/220918	19-Jan-11	4139975	08-May-12

RECORDED: 03/06/2013

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