

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitman's Candies, LLC		09/08/2014	LTD LIAB JT ST CO: KANSAS
RECEIVING PARTY DATA			
Name:	Chocoladefabriken Lindt & Sprüngli AG		
Street Address:	Seestrasse 204		
City:	Kilchberg		
State/Country:	SWITZERLAND		
Postal Code:	Ch-8802		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2085043	CLOISONNE TIN	
Registration Number:	1970594	FUSSY	
Registration Number:	2281003	MILLIONAIRE\$	
Registration Number:	1492468	MILLIONAIRES	
Registration Number:	0962159	PANGBURN'S	
Registration Number:	2066139	SALMAGUNDI	
Registration Number:	0155868	SAMPLER	
Registration Number:	3229836	SAMPLER	
Registration Number:	2637059	SUPER EXTRA	
Registration Number:	1905805	TRILLIONAIRES	
Registration Number:	0050866	WHITMAN'S	
Registration Number:	0325862	WHITMAN'S SAMPLER	
Registration Number:	0417866	WHITMAN'S SAMPLER	
Registration Number:	2183053	ZILLIONAIRES	
Registration Number:	3697041	WHITMAN'S RESERVE	
Registration Number:	3981986	BILLIONAIRES	
Registration Number:	4364484	AIR-BONS	
CORRESPONDENCE DATA			
Fax Number:	9134510875		

CH \$440.00 2085043

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

Phone: 913-451-5100
Email: gkraai@lathroppage.com
Correspondent Name: Gerald M Kraai
Address Line 1: 10851 Mastin Blvd, Bldg 82 Suite 1000
Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	562109
NAME OF SUBMITTER:	Gerald M. Kraai
SIGNATURE:	/Gerald M. Kraai/
DATE SIGNED:	10/15/2014

Total Attachments: 3

source=Whitmans Assign Trademarks to Chocoladefabriken Lindt & Sprungli AG (9-8-14)#page1.tif
source=Whitmans Assign Trademarks to Chocoladefabriken Lindt & Sprungli AG (9-8-14)#page2.tif
source=Whitmans Assign Trademarks to Chocoladefabriken Lindt & Sprungli AG (9-8-14)#page3.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment") is made and entered into as of September 8, 2014 (the "Effective Date") by and between Whitman's Candies, LLC, a Kansas limited liability company (f/k/a Whitman's Candies, Inc. prior to its conversion, the "Assignor") and Chocoladefabriken Lindt & Sprüngli AG, a Swiss corporation (the "Assignee").

WHEREAS, under the terms of the Intellectual Property Purchase Agreement, dated as of September 8, 2014, by and among Assignor, Assignee and Russell Stover Candies, LLC, a Missouri limited liability company (f/k/a Russell Stover Candies, Inc. prior to its conversion) (the "IP Purchase Agreement"), Assignor has conveyed, transferred and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office; and

WHEREAS, the Assignor is disregarded as an entity separate from Lindt & Sprüngli (USA) Inc., a New York corporation, for U.S. federal income tax purposes.

NOW, THEREFORE, the Assignor and the Assignee agree as follows:

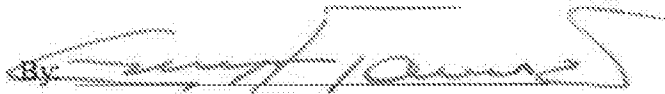
1. Assignment. For valuable consideration, receipt of which is herewith confirmed and accepted by Assignor, Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, benefits and interests in and to the applications and registrations for intellectual property as per attached Annex and all associated goodwill.
2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the patents, trademarks, copyrights, or other intellectual property (as applicable), and to issue any and all patents, trademarks, copyrights or other intellectual property (as applicable) to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, as Assignee may determine in its sole discretion. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the intellectual property.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Assignor, Assignee and each of their respective successors and assigns.
4. Counterparts. This Assignment may be executed in several counterparts and may be delivered by electronic transmission, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument
5. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first set forth above.

ASSIGNOR:

WHITMAN'S CANDIES, LLC
BY: LINDT & SPRÜNGLI (USA) INC., its sole member

By: 


Name: Ernst Tanner
Title: Member of the Board of Directors

By: 

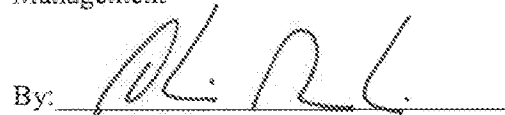
Name: Dr. Dieter Weisskopf
Title: Member of the Board of Directors

ASSIGNEE:

CHOCOLADEFABRIKEN LINDT & SPRÜNGLI AG

By: 

Name: Uwe Sommer
Title: Director Marketing & Sales, Member of Group Management

By: 

Name: Oliver Montani
Title: Head Corporate Controlling

[Signature Page to Whitman's Intellectual Property Assignment Agreement]

ANNEX

MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS
CLOISONNÉ TIN	74/599,862	17-Nov-1994	2,085,043	29-Jul-1997	Registered
FUSSY	74/593,106	31-Oct-1994	1,970,594	23-Apr-1996	Registered
MILLIONAIRE\$ (and design)	75/480,059	6-May-1998	2,281,003	28-Sep-1999	Registered
MILLIONAIRES	73/633,969	5-Dec-1986	1,492,468	14-Jun-1988	Registered
PANGBURN'S	72/416,880	28-Feb-1972	962,159	26-Jun-1973	Registered
SALMAGUNDI	74/593,107	31-Oct-1994	2,066,139	3-Jun-1997	Registered
SAMPLER (stylized)	71/153,634	1-Oct-1921	155,868	6-Jun-1922	Registered
SAMPLER	78/911,165	19-Jun-2006	3,229,836	17-Apr-2007	Registered
SUPER EXTRA (and design)	76/246,846	27-Apr-2001	2,637,059	15-Oct-2002	Registered
TRILLIONAIRES	74/536,227	10-Jun-1994	1,905,805	18-Jul-1995	Registered
WHITMAN'S (stylized)	71/014,402	8-Nov-1905	50,866	3-Apr-1906	Registered
WHITMAN'S SAMPLER (and design)	71/361,862	26-Feb-1935	325,862	9-Jul-1935	Registered
WHITMAN'S SAMPLER (stylized)	71/479,655	9-Feb-1945	417,866	20-Nov-1945	Registered
ZILLIONAIRES	75/328,217	21-Jul-1997	2,183,053	18-Aug-1998	Registered
WHITMAN'S RESERVE	77/646,287	9-Jan-2009	3,697,041	13-Oct-2009	Registered
BILLIONAIRES	77/718,967	21-Apr-2009	3,981,986	21-Jun-2011	Registered
AIR-BONS	85/779,970	15-Nov-2012	4,364,484	9-Jul-2013	Registered