

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
<b>CONVEYING PARTY DATA</b>																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Steven M. KUMIEGA</td> <td>08/25/2010</td> </tr> <tr> <td>Thomas J. CARROLL</td> <td>08/25/2010</td> </tr> <tr> <td>Ashley L. BOLDT</td> <td>08/25/2010</td> </tr> <tr> <td>Paula M. GIBSON</td> <td>08/25/2010</td> </tr> <tr> <td>Robert J. HUZINEC</td> <td>08/25/2010</td> </tr> <tr> <td>Burton Douglas BROWN</td> <td>08/25/2010</td> </tr> <tr> <td>David M. STUMPF</td> <td>08/25/2010</td> </tr> </tbody> </table>		Name	Execution Date	Steven M. KUMIEGA	08/25/2010	Thomas J. CARROLL	08/25/2010	Ashley L. BOLDT	08/25/2010	Paula M. GIBSON	08/25/2010	Robert J. HUZINEC	08/25/2010	Burton Douglas BROWN	08/25/2010	David M. STUMPF	08/25/2010
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<b>RECEIVING PARTY DATA</b>																	
<table border="1"> <tr> <td>Name:</td> <td>Hershey Foods Corporation</td> </tr> <tr> <td>Street Address:</td> <td>100 Crystal A. Drive</td> </tr> <tr> <td>City:</td> <td>Hershey</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>17033-0810</td> </tr> </table>		Name:	Hershey Foods Corporation	Street Address:	100 Crystal A. Drive	City:	Hershey	State/Country:	PENNSYLVANIA	Postal Code:	17033-0810						
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<b>CORRESPONDENCE DATA</b>																	
Fax Number:	(516)742-4366																
Phone:	516-742-4343																
Email:	jmoses@ssmp.com																
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																	
Correspondent Name:	SCULLY SCOTT MURPHY & PRESSER, PC																
Address Line 1:	400 GARDEN CITY PLAZA																
Address Line 2:	SUITE 300																
Address Line 4:	GARDEN CITY, NEW YORK 11530																

CH \$40.00 13392689

ATTORNEY DOCKET NUMBER:	21709
NAME OF SUBMITTER:	Mark J. Cohen
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned, **Steven M. Kumiega, Thomas J. Carroll, Ashley L. Boldt, Paula M. Gibson, Robert J. Huzinec, Burton Douglas Brown, David M. Stumpf**, hereby sell, assign and transfer to **Hershey Foods Corporation**, a corporation of **Delaware** having a place of business at **100 Crystal A. Drive, Hershey, PA 17033-0810**, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all improvements which are disclosed and claimed, and as possessed by the undersigned, any and all improvements which are disclosed but not claimed, in the application for United States Patent, and is entitled **A XYLITOL CONTAINING COMESTIBLE PRODUCT** and in and to said application and all applications for examination claiming benefit or priority thereof and for divisional, continuing, substitute, renewal, reissue, other applications for Letters Patent which have been or shall be filed on any of said improvements disclosed in said application; and in and to all original and reissued patents which have been or shall be issued on said improvements;

Authorize and request the Commissioner of Patents to issue to said Assignee, the corporation above named, its successors, assigns and legal

representatives, in accordance with this assignment, any and all United States Letters Patent on said improvements, or any of them, disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent for said improvements, or any of them; and may claim, in applications for said foreign Letters Patent, the priority of the aforesaid United States application under the provisions of the International Convention; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will, for the United States and all foreign countries, execute all applications for examination claiming benefit or priority of said applications and further all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement

affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 8/25/10

Steven M. Kumiega  
Steven M. Kumiega

Witness: Janet d. Eans

Date: 8/25/2010

Thomas J. Carroll  
Thomas J. Carroll

Witness: Sally Anderson

Date: 8/25/10

Ashley L. Boldt  
Ashley L. Boldt

Witness: Sandra S. Thomas

Date: 8/25/10

Paula M. Gibson  
Paula M. Gibson

Witness: Janice R. Stall

Date: 8/25/10

  
Robert J. Huzinec

Witness: Shawn P. Lee

Date: 8/25/10

  
Burton Douglas Brown

Witness: Chloris Way

Date: 8-25-10

  
David M. Stumpf

Witness: Judith A. Williams