

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe des Produits Nestle S.A.		06/01/2007	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	DeMet's Candy Company		
Street Address:	8 Sound Shore Drive, Suite 265		
Internal Address:	c/o Brynwood Partners		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2830116		
Registration Number:	0420577	TURTLES	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	50106.0014 TURTLES		
NAME OF SUBMITTER:	Christina London		

CH \$65.00 2830116

Signature:

/christina london/

Date:

06/01/2007

Total Attachments: 3

source=Turtles Trademark Assignment#page1.tif

source=Turtles Trademark Assignment#page2.tif

source=Turtles Trademark Assignment#page3.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

June 1, 2007

WHEREAS, Nestlé USA, Inc., a Delaware corporation ("Nestlé"), and DeMet's Candy Company, a Delaware corporation ("Buyer"), have entered into that certain Asset Purchase Agreement, dated as of May 22, 2007 (the "Asset Purchase Agreement"), pursuant to which Nestlé has agreed to sell, and Buyer has agreed to buy, certain assets; and

WHEREAS, SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland ("SPN"), NESTEC LTD., a corporation organized under the laws of Switzerland ("Nestec" and, together with SPN, "Seller"), and Buyer have entered into that certain Intellectual Property Purchase and License Agreement, dated as of the date hereof (the "Intellectual Property Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, certain intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to the Transferred Intellectual Property (as defined in the Intellectual Property Purchase Agreement); *provided, however*, that such assignment and transfer to Buyer does not include, and Seller expressly retains, Seller's right, title and interest in and to any and all Excluded Intellectual Property (as defined in the Intellectual Property Purchase Agreement) owned or possessed by Seller.

Seller further agrees to execute, at Buyer's expense, such further documents as may be required to record Buyer as the owner of the Transferred Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Intellectual Property Rights has been signed as of the date first set forth above.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: J. Maeder
Name: Jean-Pierre Maeder
Title: Authorized Signatory

NESTEC LTD.

By: O. Dupont
Name: Odette Dupont
Title: Assistant Vice President

Signature Page to Assignment of Intellectual Property Rights

SCHEDULE B

REGISTERED TRADEMARKS

U.S. TRADEMARK REGISTRATIONS:

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Class & Goods</u>	<u>Owner</u>
TURTLE DESIGN ("Mr. Turtle")	2,830,116	04-06-04	Candy	SPN
TURTLES	420,577	04-23-46	Candy	SPN

DE MET'S TRADEMARKS

UNREGISTERED TRADEMARKS:

DE MET'S

DE MET'S SINCE
1898 (Logo)