

**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
Hershey Entertainment & Resorts Company		12/12/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MSH South Inc.		
Street Address:	103 Foulk Road		
Internal Address:	Suite 202		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3541366	FAHRENHEIT	
CORRESPONDENCE DATA			
Fax Number:	(717)534-3887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717 534-3392		
Email:	f miles@HersheyPa.com		
Correspondent Name:	Franklin A. Miles, Jr. Esq.		
Address Line 1:	27 West Chocolate Avenue		
Address Line 4:	Hershey, PENNSYLVANIA 17033		
NAME OF SUBMITTER:		Edna L. Jenkins	
Signature:		/Edna L. Jenkins/	
Date:		01/15/2009	

CH \$40.00 3541366

Total Attachments: 3

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## TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark assignment, effective as of the 12th day of December, 2008, is made by and between HERSHEY ENTERTAINMENT & RESORTS COMPANY ("HE&R"), a Pennsylvania corporation with its principal place of business at 27 West Chocolate Avenue, Hershey, Pennsylvania 17033, and MSH South Inc. ("MSH"), a Delaware corporation with its principal place of business at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803.

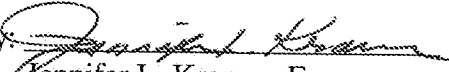
HE&R is the owner of the trademarks, trademark applications and trademark registrations listed on Schedule "A" attached hereto (collectively, the "Marks"); and

HE&R has elected to transfer all of its right, title and interest in and to the Marks to MSH.

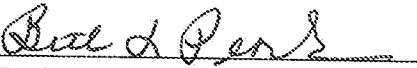
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, including MSH's agreement to enter into the License Agreement Amendment attached hereto as Schedule "B" contemporaneously with the execution of this Trademark Assignment and Agreement, thereby granting HE&R an exclusive license to use the Marks, and intending to be legally bound hereby, HE&R hereby assigns and transfers unto MSH the entire right, title and interest in and to the Marks, including any and all rights in the trade dress and packaging designs related thereto, and any and all other rights which HE&R may have acquired with respect thereto pursuant to common law or any other law or regulation or practice, including but not limited to all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, together with the good will of the business symbolized thereby.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment and Agreement to be duly executed and made effective as of the day and year first written above.

HERSHEY ENTERTAINMENT &  
RESORTS COMPANY

By:   
Jennifer L. Kramer, Esq.  
Assistant Secretary

MSH SOUTH INC.

By:   
Beth L. Peoples  
Chief Operating Officer

SCHEDULE A- TRADEMARKS

FAHRENHEIT

U.S. Reg. # 3,541,366

## SCHEDULE B-AMENDMENT

This Amendment, effective as of the 12<sup>th</sup> day of December , 2008 , is made by and between HERSHEY ENTERTAINMENT & RESORTS COMPANY ("HE&R"), a Pennsylvania corporation with its principal place of business at 27 West Chocolate Avenue, Hershey, Pennsylvania 17033, and MSH South Inc. ("MSH"), a Delaware corporation with its principal place of business at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803.

HE&R and MSH have entered into a License Agreement (the "License"), with an effective date of January 3, 1996.

MSH is the owner by Trademark Assignment and Agreement (the "Assignment") from HE&R of even date herewith of the trademarks, trademark applications and trademark registrations listed on Schedule "A" attached to the Assignment (collectively, the "Marks").

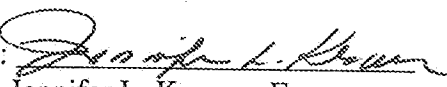
MSH wishes to grant, and HE&R wishes to receive, a license to use the Marks under the terms and conditions of the License.

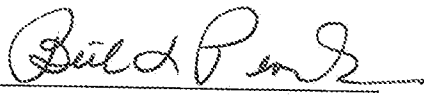
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, in consideration of their mutual covenants and intending to be legally bound hereby, pursuant to paragraph 25 of the License, the parties agree that the License is hereby amended to add the Marks to the list of MSH PROPERTIES (as defined in the License) listed in Exhibit A to the License, and that the said Marks are licensed to HE&R by MSH pursuant to the other terms and conditions of the License, which shall not be modified by this Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and made effective as of the day and year first written above.

HERSHEY ENTERTAINMENT &  
RESORTS COMPANY

MSH SOUTH INC.

By:   
Jennifer L. Kramer, Esq.  
Assistant Secretary

By:   
Beth L. Peoples  
Chief Operating Officer