

02-25-1999

Tab settings



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To the Honorable Commiss

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MRD 2-17-99

Convenience Foods International, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC (Singapore)
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Registered User Agreement
- Merger
- Change of Name

Execution Date: 4/15/96

2. Name and address of receiving party(ies):

Name: Danone Asia Pte Ltd

Internal Address: _____

Street Address: 1 Temasek Avenue
34-02 Millenia Tower, 039192 SINGAPORE

City: _____ State: _____ ZIP: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other LLC (Singapore)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

U.S. Reg. No. 1,700,710

U.S. Reg. No. 1,142,064

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Monami Roy, Esq.

Internal Address: Kane, Dalsimer, Sullivan,
Kurucz, Levy, Eisele and Richard, LLP

Street Address: 711 Third Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41):..... \$ 80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

10/01/1998 TTOM11 00000443 1700710

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
 02 FC:482 25.00 DP
 03 FC:998 15.00 DP

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Monami Roy, Esq.

Name of Person Signing

Monami Roy

Signature

9/25/98

Date

Total number of pages comprising cover sheet: _____

2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 18 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send complete information to: TRADEMARK REEL: 1860 FRAME: 0023

CONVENIENCE FOODS INTERNATIONAL LIMITED
IN U.S.A.

<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>
ROYAL DRAGON & DEVICE	30	1700710
ROYAL DRAGON & DEVICE	30	1142064

THIS AGREEMENT is made the 15th day of April
One thousand nine hundred and ninety-six

BETWEEN

DANONE ASIA PTE LTD, the registered office of which is situated at 4 Chin Bee Drive, Jurong, Singapore 2261 (hereinafter referred to as "the Owner") of the one part and

CONVENIENCE FOODS INTERNATIONAL LIMITED, the registered office of which is situated at 11-15 Dai Fu Street, Tai Po Industrial Estate, Tai Po, New Territories, Hong Kong (hereinafter referred to as "the User") of the other part.

WHEREAS

1. The Owner is the beneficial owner, registered proprietor or applicant of the Trade Marks as listed in the Schedule annexed hereto (hereinafter referred to as "the said Trade Marks").
2. The User is desirous of using the said Trade Marks in relation to various kinds of goods, sauces, beverages and goods for which the said Trade Marks are registered or applied for (hereinafter referred to as "the said goods") which said goods must conform to standards of quality approved and/or hitherto enjoyed by the Owner.
3. The Owner is agreeable to the permitted use of the said Trade Marks by the User in relation to goods which conform to standards of quality approved and/or enjoyed by the Proprietor.

NOW IT IS HEREBY AGREED as follows:

1. (a) The Owner permits and the User agrees and undertakes to use the said Trade Marks on the said goods in accordance with the instructions and directions of the Owners and in conformity with the processes and methods of manufacture provided by the Owner to the User so that the said goods shall be of the standard established by the Owner.
(b) This Agreement shall apply to manufacture, sale and distribution of the said goods worldwide.
2. The Owner shall be entitled:
 - (a) To inspect at any time during business hours the factory premises of the User and the said goods manufactured therein;

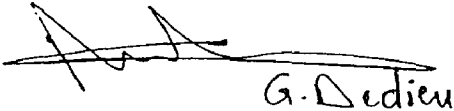
- (b) To reject any said goods which, in the opinion of the Owner, are not equal to the quality and standards established by the Owner; and
 - (c) To demand from time to time and be supplied with samples of said goods for inspection and analysis.
3. It is not intended that the User shall enjoy the exclusive right of permitted use of the said Trade Marks, and in connection therewith the Owner expressly reserves the right to maintain existing arrangements and enter into new arrangements regarding the permitted use of the said Trade Marks by other parties.
4. The User recognises and admits the Owner's ownership of and title to the said Trade Marks and undertakes:-
- (a) Not at any time to do or cause to be done any act deed or thing which will in any way impair or put in issue the validity of the said Trade Marks or otherwise set up any adverse claim against the right of the Owner to the said Trade Marks;
 - (b) At all times to use the said Trade Marks in accordance with the laws governing the same; and
 - (c) Notwithstanding the provisions of any law authorising the same, not to take any steps or institute any action to suppress any infringement of the said Trade Marks or to apply to cancel any conflicting or infringing trade mark registrations without the prior written consent of the Owner.
5. This Agreement shall continue in operation until terminated upon any of the following events:-
- (a) By either party giving three months' written notice to the other party; or
 - (b) By three months' written notice given by the Owner in the event of breach by the User of any of the terms and conditions of this Agreement unless within one month of the notice the breach is remedied or steps approved by the Owner have been taken by the User; or
 - (c) If either party makes any composition with its creditor or a receiver is appointed of the whole or any part of its assets or if an order is made or a resolution passed for its winding up or if a substantial part of its assets is subject to seizure.

6. Upon termination of this Agreement in accordance with clause 5 hereof:

- (a) The User shall forthwith discontinue all use of the said Trade Marks;
- (b) Save with the written approval of the Owner, the User shall remove any representation of the said Trade Marks from the said goods which remain unsold or undisposed of;
- (c) The Owner may apply (in which the User if so requested shall join) to cancel the entry of the User as Registered User; and
- (d) After cancellation of this Agreement and the Registered User recordal as aforesaid the User shall continue to respect and not put in issue the validity of the said Trade Marks.

IN WITNESS whereof the Owner and the User have executed this Agreement the day and year first above written.

SIGNED by DAVID MICHAEL MANSON)
for and on behalf of the Owner)
in the presence of:)



G. Dedieu

SIGNED by TONY W.W. WA)
for and on behalf of the User)
in the presence of:)



Lai Yin Ching
LAI YIN CHING

SCHEDULE

THE SAID TRADE MARKS

- (1) All trade marks registered or unregistered relating to or incorporating the words "Royal Dragon".
- (2) All trade marks registered or unregistered relating to or incorporating the words "皇龍".
- (3) All trade marks registered or unregistered relating to or incorporating the "dragon device", specimens of which are annexed.
- (4) All other trade marks whether registered or unregistered being adaptations or derivatives of any or all of the above.



Royal
Dragon



THIS DEED is made the 22nd day of December One thousand nine hundred and ninety-five

BY

CONVENIENCE FOODS INTERNATIONAL LIMITED, the registered office of which is situated at 11-15 Dai Fu Street, Tai Po Industrial Estate, Tai Po, New Territories, Hong Kong (hereinafter referred to as "Convenience")

IN FAVOUR OF

DANONE ASIA PTE LTD, the registered office of which is situated at 4 Chin Bee Drive, Jurong, Singapore 2261 (hereinafter referred to as "Danone").

WHEREAS Convenience is a wholly-owned subsidiary of Danone.

AND WHEREAS on 13th December 1995 Convenience declared a dividend in specie to its parent company Danone of all rights and benefits Convenience holds in the trade marks described in the Schedule hereinafter referred to as "the said Trade Marks".

AND WHEREAS Danone approved the declared dividend at an extraordinary general meeting held on 20th December 1995.

NOW THIS DEED WITNESSETH that in pursuance of the said dividend in specie Convenience hereby transfers unto and confirms vesting in Danone of its beneficial ownership in all and any interest of Convenience in the said Trade Marks AND any right to apply for registration thereof in all parts of the world including but not limited to the benefit of the priority date or dates and all legal and beneficial right, title and interest in the same TO HOLD the same unto Danone absolutely.

Convenience hereby undertakes to execute all such documents and to take all such acts as may be necessary to effectuate this Deed.

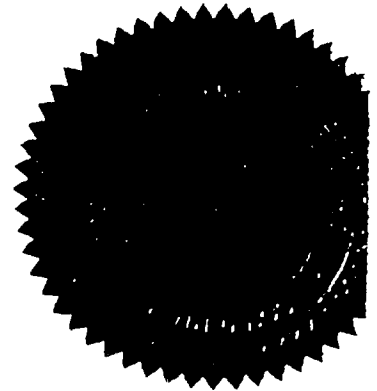
IN WITNESS WHEREOF this Deed has been duly executed by Convenience the day and year first above written.

SEALED with the COMMON SEAL and)
SIGNED by Lian Seng NG)
for and on behalf of)
CONVENIENCE FOODS INTERNATIONAL)
LIMITED in the presence of:)
Wan Wing WA

For and on behalf of
CONVENIENCE FOODS INTERNATIONAL LTD.

[Handwritten Signature]
.....
Authorized Signatures

[Handwritten Signature]



THE SCHEDULE ABOVE REFERRED TO

THE SAID TRADE MARKS

- (1) All trade marks registered or unregistered relating to or incorporating the words "Royal Dragon".
- (2) All trade marks registered or unregistered relating to or incorporating the words "皇龍".
- (3) All trade marks registered or unregistered relating to or incorporating the "dragon device", specimens of which are annexed.
- (4) All other trade marks whether registered or unregistered being adaptations or derivatives of any or all of the above.
- (5) All other trade marks registered and unregistered in which Convenience has an assignable interest.



Royal
Dragon



Dated the 22nd day of December 1995.

CONVENIENCE FOODS
INTERNATIONAL LIMITED

DEED

ROBERT W.H. WANG & CO.
Solicitors & Notaries
17th & 18th Floors
Nine Queen's Road Central
Hong Kong

(1009-16827/AW-5A)

RECORDED: 02/17/1999

TRADEMARK
REEL: 1860 FRAME: 0034