

11-15-2002



Form PTO-1594
6-93
OMB No. 0651-0011 (exp. 4/94)

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102281469

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **9-30-02**
Name: **SODIAAL INTERNATIONAL – Société de Diffusion Internationale Agro-alimentaire**
 Individual Association
 General Partnership Limited Partnership
 Corporation-France
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Yoplait Marques Internationales**
Internal Address:
170 Bis Boulevard du Montparnasse
75014 Paris
Country: **France**
SEP 30

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **July 1, 2002**

Individual(s) citizenship _____
 Association _____
 General Partnership:
 Limited Partnership _____
 Corporation – France
 Other _____
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 trademark number(s):
A. Trademark Application No.(s)
76/268762; 76/011643; 76/349862; 76/374489; 76/011382; 76/126781; 76/258860; 76/326059; 75/901637; 75/898304;
B. Trademark Registration No.(s)
2479094; 2016114; 2427237; 2479618; 2487204; 2371260; 1606541; 1224432; 2387630; 2106402; 2431150; 2572596; 1162926; 2096618; 1134239; 1482543; 0930605; 1630209; 2355441
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Leslie Bertagnolli**
Internal Address: **One Prudential Plaza**
Street Address: **130 East Randolph Drive, Suite 3500**
City: **Chicago** State: **Illinois** ZIP: **60601**

6. Total number of applications and registrations involved: **29**
7. Total fee (37 CFR 3.41): **\$740.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
501-649

DO NOT USE THIS SPACE

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.

Leslie Bertagnolli
Name of Person Signing
11/15/2002 LUWELLER 00000070 501649 76268762

Signature

Date
Total number of pages comprising cover sheet:

01 FC:8521 40.00 CH
02 FC:8522 700.00 CH

TRADEMARK
REEL: 002617 FRAME: 0031

TRADEMARK AND DESIGNS AND MODELS ASSIGNMENT AGREEMENT

BETWEEN:

SODIAAL INTERNATIONAL – SOCIÉTÉ DE DIFFUSION INTERNATIONALE AGRO-ALIMENTAIRE, société anonyme with a share capital of 297,930,039 euro having its registered office at 170 bis boulevard du Montparnasse, 75014 Paris, registered with the *Registre du commerce et des sociétés de Paris* under number 352 726 194 (*Sodiaal*) and duly represented for the purposes of this agreement by Jean-Marc Flavigny,

hereinafter referred to as *Assignor*,

AND:

YOPLAIT MARQUES INTERNATIONALES, société par actions simplifiées with a share capital of 38,125 euro having its registered office at 170 bis boulevard du Montparnasse, 75014 Paris, registered with the *Registre du commerce et des sociétés de Paris* under number 442 052 635 and duly represented for the purposes of this agreement by Jean-Marc Flavigny,

hereinafter referred to as *Assignee*,

WHEREAS:

Pursuant to an Intellectual Property Assignment Agreement dated 1 July 2002, signed in London, Assignor assigned to Assignee full and complete ownership of the trademarks and designs and models described in the schedules to the said agreement (hereinafter referred to as the *Trademarks and Designs*), and all rights relating to these Trademarks and Designs.

The parties wish to record this assignment of the Trademarks and Designs by way of this agreement.

ARTICLE 1 – PURPOSE

By the present agreement, Assignor confirms the assignment of all right, title and interest in and to the Trademarks and Designs to Assignee, and all intellectual property rights relating thereto, for the entire duration of protection of the Trademarks and Designs.

ARTICLE 2 – CLAIMS

By this agreement, the Parties confirm that Assignee has the capacity to institute or assume control of any claims or defenses, relating to all rights, claims or actions relating to the Trademarks and Designs assigned, and in particular with regard to

counterfeiting or unfair competition instituted prior to or after the signature of the present agreement.

To this end, Assignor assumes and has the right to exercise all of the rights of Assignee to bring, further, or assume control of all claims based on any of the Trademarks and Designs, by way of claim or defence, even for facts arising prior to the signature of the present agreement.

ARTICLE 3 – APPLICABLE LAW AND DISPUTES

This agreement shall be governed by the laws of England and Wales.

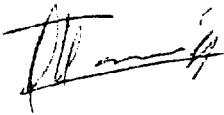
All and any disputes arising as a result of the form, interpretation or performance of this agreement shall be submitted to the exclusive jurisdiction of the English High Court, notwithstanding the existence of more than one defendant or any action for third party joinder.

ARTICLE 4 – REGISTRATIONS

All necessary rights are provided to the holder of an original of this agreement to make any necessary registrations with national or international intellectual property bodies or authorities.

Signed in London, on 1st July 2002 *at 9:45 a.m.*

(in two (2) original copies)



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ASSIGNOR
by Jean-Marc Flavigny



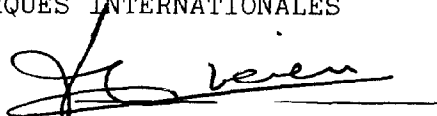
.....
ASSIGNEE
by Jean-Marc Flavigny

POWER OF ATTORNEY/APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints Leslie Bertagnolli a member of the Bar of the State of Illinois, whose mailing address is One Prudential Plaza, 130 East Randolph, Suite 3500, Chicago, Illinois 60601, to prosecute this application, to transact all business in the Patent and Trademark Office in connection with it, and to receive the certificate of registration. Please address all communications to this appointed attorney, who shall serve as our domestic representative upon whom notice or process in proceedings affecting the mark may be served.

YOPLAIT MARQUES INTERNATIONALES

Date 05/09/02



Name Lucien FA
Title Chairman

Leslie BERTAGNOLLI
BAKER & MCKENZIE
One Prudential Plaza
130 East Randolph Drive
Suite 3500
Chicago, Illinois 60601
312/861-8617

CHEESWRIGHTS

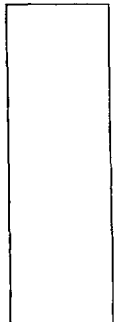

NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR
Telephone: 020 7623 9477 (or) 07000 NOTARIES

Facsimile: 020 7623 5428
E-mail: notary@cheeswrights.co.uk
www.cheeswrights.co.uk
DX 627/London City EC3

TO ALL TO WHOM THESE PRESENTS SHALL COME, I
IAIN ALEXANDER ROGERS of the City of London NOTARY
PUBLIC by royal authority duly admitted and sworn DO HEREBY
CERTIFY the genuineness of the signature of JEAN-MARC
PIERRE MAURICE LOUIS MARIE FLAVIGNY subscribed in
two places to the document hereunto annexed, each such signature
having been this day subscribed in my presence by the said Jean-Marc
Pierre Maurice Louis Marie Flavigny, whose identity I attest,
respectively for and on behalf of SODIAAL INTERNATIONAL -
SOCIÉTÉ DE DIFFUSION INTERNATIONALE AGRO-
ALIMENTAIRE S.A. and YOPLAIT MARQUES
INTERNATIONALES S.A.S. both of Paris, France.

IN FAITH AND TESTIMONY WHEREOF I the said notary have
subscribed my name and set and affixed my seal of office at London
aforesaid this first day of July in the year two thousand and two.



N P Ready
Ruth M Campbell J B Burgess E Gardiner
A J Claudet I A Rogers

and at: 29th Floor One Canada Square Canary Wharf London E14 5DY Telephone: 020 7623 9477

RECORDED: 09/30/2002

TRADEMARK
REEL: 002617 FRAME: 0035