

FORM PTO 1594 (Rev. 6-93) **RECORDATION COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office  
**TRADEMARKS ONLY**

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

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

<p>1. Name of conveying party(ies): Cotswold Pig Development Company Limited</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-United Kingdom  <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Ridley Inc. Street Address: 17 Spcers Road City: Winnepeg, Manitoba R2J 1M1, Canada</p> <p><input type="checkbox"/> Individual(s) _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation- Canadian  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: May 9, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,605,777

Additional numbers attached?  Yes  No

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

Name: Travis L. Bachman

Internal Address: Dorsey & Whitney LLP

Street Address: Suite 1500, 50 South Sixth Street

City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: ..... 40.00

7. Total fee (37 CFR 3.41)..... \$40.00

Enclosed

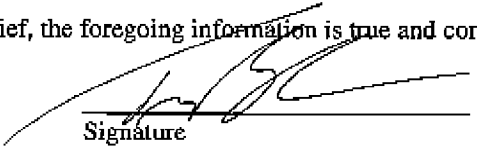
Authorized to be charged to deposit account

8. Deposit account number:  
04-1420

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

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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.

Travis L. Bachman                                            September 12, 2003  
Name of person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

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

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

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CH \$40.00 041420 1606777

DATED

9 May

2002

(1) COTSWOLD PIG DEVELOPMENT COMPANY LIMITED

- and -

(2) RIDLEY INC.

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**DEED OF ASSIGNMENT**

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THIS DEED ASSIGNMENT is made on

9 May

2002

**BETWEEN**

- (1) **COTSWOLD PIG DEVELOPMENT COMPANY LIMITED** (company number 699583) a company organised under the laws of England and Wales having its registered office at Princes Exchange, Princes Square, Leeds LS1 4BY ("**Assignor**"); and
- (2) **RIDLEY INC.** (corporation number 3682111) a company registered under the Corporations Act, Province of Manitoba, Canada, whose registered address is at 17 Speers Road, Winnipeg MB, Canada R2J 1M1 ("**Assignee**").

**BACKGROUND**

- (A) The Assignor is the legal and/or beneficial owner of certain intellectual property, know-how and confidential information.
- (B) The Assignee is to take ownership of the intellectual property, know-how, and confidential information.
- (C) The parties have agreed to the transfer of the Intellectual Property, Know-How and Confidential Information owned by the Assignor to the Assignee on the terms and conditions set out in this deed.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this deed the following words and expressions shall (except where the context otherwise requires) have the following meanings:

**"Business"** means the development, breeding and improvement of pigs and pigstock; research and development into genetics, genetic improvements, reproduction growth, meat quality, behaviour and disease resistance in pigs carried on by the Assignor prior to and up to and including the Completion Date;

**"Completion Date"** means the date of this deed;

**"Confidential Information"** means any information in any form, whether oral, documentation, magnetic, electronic, graphic or digitalised relating to the ownership, content, subject matter, maintenance and exploitation of the Business including but

not limited to designs, drawings, photographs, measurements, technical processes, flow charts, specifications, software, software listings, source and object code, business plans, research and development materials, trade secrets, experience, Know-How, samples, demonstrations and other data related thereto;

**"Intellectual Property"** means patents, inventions, registered designs, copyright, data, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, semi conductor topography rights, trade marks (excluding the Registered Trade Marks), service marks, logos, domain names, business names, trade names, moral rights and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items and in any country or jurisdiction, rights in the nature of unfair competition, rights to sue for or otherwise prevent passing off and goodwill;

**"Know-How"** means all information in any form whether oral, documentary, magnetic, electronic, graphic or digitalised relating to the ownership, content, subject matter, maintenance and exploitation of the Business including but not limited to all specifications, manuals and other technical information contained in databases;

**"Registered Trade Marks"** means those trade mark registrations listed in the schedule to this deed.

- 1.2 In this agreement the words incorporating the masculine gender include feminine and neuter genders and words incorporating the singular numbers include the plural and vice versa.
- 1.3 Unless otherwise stated references to clauses, sub-clauses and schedules are references to clauses and sub-clauses of and schedules to this agreement.
- 1.4 The schedules form part of this deed.
- 1.5 The index and clause headings are for reference only and do not affect the construction or interpretation of this deed.
- 1.6 References to persons shall include bodies corporate, unincorporated associations and partnerships.

**2. ASSIGNMENT**

On and from the Completion Date, the Assignor hereby:

- 2.1 agrees to assign and agrees to procure the assignment, with full title guarantee, to the Assignee of the Registered Trade Marks and all and any rights in and to the Registered Trade Marks and the right to bring proceedings against any third party in respect of infringement of the Registered Trade Marks; and
- 2.2 assigns with full title guarantee to the Assignee the Intellectual Property, Know-How and Confidential Information relating to the Business, including without limitation the right to take action against any third party infringing the Intellectual Property whether such infringement occurred prior to the date of this deed and to claim all rights and remedies to itself absolutely .

**3. CONFIDENTIAL INFORMATION**

- 3.1 The Assignor acknowledges that all information relating to the Intellectual Property, Know-how and Confidential Information is as from the Completion Date the property of the Assignee and hereby agrees that it shall keep all such information confidential and shall not disclose such information to any third party unless such information has, as a result of no actual omission by the Assignor, its officers or employees prior to the disclosure become public knowledge, or where such disclosure is required by operation of law or by order of a court of competent jurisdiction.
- 3.2 The Assignor undertakes that its employees and officers will be bound by the undertakings set out above.

**4. FURTHER ASSURANCE**

The Assignor shall at the request and cost of the Assignee do any act or execute any document as may be necessary to give effect to this deed.

**5. APPLICABLE LAW AND JURISDICTION**

- 5.1 This agreement, any document completed or to be completed in accordance with its provisions and any matter arising from it shall be governed by and construed in accordance with English law.

5.2 The parties agree to submit to the exclusive jurisdiction of the English courts in relation to this agreement and any such document produced as a result of an exercise of the provisions of clause 4.

**IN WITNESS** of which the parties or their duly authorised representatives have executed this deed of assignment on the date first written above.

**SCHEDULE 1****Registered Trade Marks**

<b>Country</b>	<b>Mark</b>	<b>Class No</b>
Benelux	COTSWOLD and Logo	29 & 31
Brazil	COTSWOLD and Logo	22
Canada	Eurogilt (TMA501567)	31 (live pigs)
Canada	COTSWOLD and device (TMA447583)	31 (live pigs)
Canada	COTSWOLD DIAMOND (TMA493961)	31 (live pigs)
Canada	COTSWOLD and device (TMA403152)	31 (live pigs)
Denmark	COTSWOLD and Logo	29 & 31
France	COTSWOLD	29 & 31
Germany	COTSWOLD and Logo	29 & 31
Greece	COTSWOLD and Logo	29 & 31
Ireland	COTSWOLD and Logo	31
Italy	COTSWOLD Logo	31 31
Japan	COTSWOLD and Logo	33
New Zealand	COTSWOLD and Logo	31
Portugal	COTSWOLD and Logo	31
South Korea	COTSWOLD Logo	7 7
Spain	COTSWOLD	31
Thailand	COTSWOLD and Logo	50
United Kingdom	COTSWOLD and device (Reg No 1084436)	29 (pork products for food)
United Kingdom	COTSWOLD and device (Reg No 1084437)	31 (live pigs)
United Kingdom	COTSWOLD DIAMOND (Reg No 2119616)	31 (live pigs)
USA	COTSWOLD and device (Reg No H065777)-1605777	31 (live pigs)
Uruguay	COTSWOLD and Logo	29 & 31



Country	Mark	Class No
Venezuela	COTSWOLD Logo	50

EXECUTED (but not delivered until the )  
date hereof) as a DEED by COTSWOLD )  
PIG DEVELOPMENT COMPANY )  
LIMITED acting by two directors or one )  
director and the secretary: )

Director

Director/Secretary

EXECUTED (but not delivered until the )  
date hereof) as a DEED by RIDLEY INC. )  
acting by IAN WILTON, its duly authorised )  
signatory: )