


Form PTO-1564 (Rev. 10/02)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Quest International Services B.V. <input type="checkbox"/> Individual (s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Netherlands <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Kerry Group Services Limited Prince's Street Tralce, Co. Kerry Ireland <input type="checkbox"/> Individual - Citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Ireland <input type="checkbox"/> Other 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 names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Execution Date: April 30, 2004					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/264,103; 76/042,342; 76/452,430; 76/195,887; 76/410,843; 76/392,833; 76/392,832; 76/395,476; 76/330,271; 76/393,117; 76/392,826; 76/452,432; 76/220,026; 76/452,431			B. Trademark registration No.(s): 2,784,858; 2,813,764; 617,949; 514,909; 527,509; 1,449,130; 2,861,898; 2,816,156 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and Address of party to whom correspondence concerning document should be mailed: Name: Mark B. Harrison, Esq. Internal Address: VENABLE Street Address: P.O. Box 34385 Washington, D.C. 20043			6. Total number of applications and registrations involved: 22		
			7. Total fee (37 CFR 3.41) \$565.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorization is granted to deduct the above-referenced fee from our Deposit Account.		
			8. Deposit account number: 22-0261		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i>					
Mark B. Harrison Name of Person Signing		 Signature		July 27, 2004 Date	
Total number of pages comprising cover sheet: 1					

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30 April 2004

**QUEST INTERNATIONAL
SERVICES B.V.**

KERRY GROUP SERVICES LTD

DEED OF ASSIGNMENT OF TRADE MARKS



A DEED OF ASSIGNMENT OF TRADE MARKS made on 30 April 2004

BETWEEN

- (1) **QUEST INTERNATIONAL SERVICES B.V.**, a company incorporated in The Netherlands (trade register number 24321071) whose registered office is 28 Huizerstraatweg, Naarden, 1411 GP (the *Assignor*); and
- (2) **KERRY GROUP SERVICES LTD** a company incorporated in Ireland (registered number 116550) whose registered office is at Princes Street, Tralee, Co. Kerry (the *Assignee*).

WHEREAS

(A) The Assignor is the registered proprietor of the trade mark registrations (the *Trade Marks*) and the applicant for the trade mark applications (the *Applications*) set out in Schedule 1.

(B) Pursuant to the master sale and purchase agreement between Imperial Chemical Industries PLC (*ICI*) and Kerry Group PLC (*Kerry*) dated 1 March 2004 (the *Agreement*), ICI agreed to sell and transfer (or procure the sale and transfer of) and Kerry agreed to purchase (or procure the purchase of), *inter alia*, the Trade Marks and the Applications.

IT IS AGREED as follows:

1. ASSIGNMENT

The Assignor hereby assigns to Assignee all of the Assignor's right, title and interest in and to the Trade Marks and the Applications, including (without limitation):

- (a) all statutory and common law rights attaching to the Trade Marks and the Applications; and
- (b) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past, present or future) of any of the Trade Marks, Applications or trade marks granted pursuant to any Application.

2. FURTHER ASSURANCE

The Assignor shall, at the request of the Assignee and at the Assignee's cost, execute all documents and do all things necessary to vest in the Assignee all rights assigned to the Assignee under this Deed of Assignment and to give the Assignee the full benefit of this Deed of Assignment.

3. COUNTERPARTS

This Deed of Assignment may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until all the parties

have executed at least one counterpart but all the counterparts shall together constitute but one and the same instrument.

4. LAW AND JURISDICTION

This Deed of Assignment shall be governed by and construed in accordance with English law. Each party agrees that the courts of England and Wales are to have non-exclusive jurisdiction to settle any claim or matter arising under this Deed of Assignment and each party submits to the jurisdiction of the English courts.

Country	Trademark	Priority	Publication	Applicant Name	Reg. No.	Reg. Date	Expiry Date	Status
United Kingdom	MYVATEX	1	823883	4-Aug-1961	823883	4-Aug-1961	4-Aug-2006	Registered
United Kingdom	MYVEROL		823884	4-Aug-1961	823884	4-Aug-1961	4-Aug-2004	Registered
United Kingdom	PROFIX	1	2200800	19-Jun-1999	2200800	19-Jun-1999	19-Jun-2009	Registered
United Kingdom	RICHAROME	29, 30, 32, 33	2259054	25-Jan-2001	2259054	25-Jan-2001	25-Jan-2011	Registered
United Kingdom	WHIRLFLOC	1	2200396	17-Jun-1999	2200396	17-Jun-1999	17-Jun-2009	Registered
United States of America	ADMUL	3, 29, 30	76/264103	29-May-2001				Pending
United States of America	ADMUL	1	76/042342	5-May-2000				Pending
United States of America	BIOGALACTOSIDASE	1	76/396046	15-Apr-2002				Pending
United States of America	BIOPECTINASE	1	76/392831	9-Apr-2002				Pending

Country	Trademark	Class	Application No.	App. Month/Day/Year	Priority	Pub. No.	Pub. Date	Status
United States of America	DOREL	1, 30	76/452430	17-Sep-2002				Pending
United States of America	DURAFRESH	1, 5	76/195887	18-Jan-2001				Pending
United States of America	HYBAKE	5	76/410843	16-May-2002				Pending
United States of America	HY-COTTON	1, 5	76/392833	9-Apr-2002				Pending
United States of America	HY-PEA	1, 5	76/392832	9-Apr-2002				Pending
United States of America	HYPEP	1, 5	76/395476	15-Apr-2002				Pending
United States of America	HYPROL	1, 5	76/330271	26-Oct-2001				Pending
United States of America	HY-RICE	1, 5	76/393117	9-Apr-2002				Pending
United States of America	HY-WHEAT	1, 5	76/392826	9-Apr-2002				Pending

Country	Trademark	Serial No.	Application No.	Registration Date	Priority Date	Registration Date	Registration Status
United States of America	MYVATEX	30	71/668310	16-Jun-1954	617949	20-Dec-1955	Registered
United States of America	MYVEROL	1	71/562547	30-Jul-1948	514909	6-Sep-1949	Registered
United States of America	MYVEROL	29, 30	71/562546	30-Jul-1948	527509	11-Jul-1950	Registered
United States of America	PEPTICASE	1, 5	76/452432	17-Sep-2002			Pending
United States of America	SHEFFIELD	5	76/392834	9-Apr-2002			Pending
United States of America	SHBEX	1, 3, 30	76/220026	5-Mar-2001			Pending
United States of America	TEXTURE LITE	1	73/626588	23-Oct-1986	1449130	28-Jul-1987	Registered
United States of America	UMAMEX	30	76/263438	29-May-2001			Pending
United States of America	VERSA-WHIP	1, 29	76/452431	17-Sep-2002			Pending

Execution

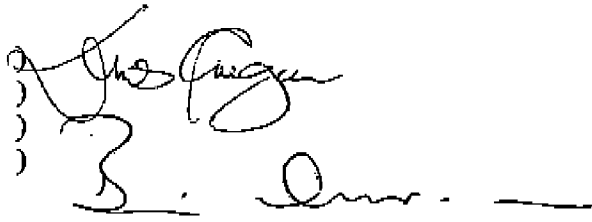
The parties have shown their acceptance to the terms of this Deed of Assignment by executing it as a deed.

This Deed of Assignment is delivered on the date stated at the beginning of this Deed of Assignment.

EXECUTED as a **DEED** by *David Carter*)
duly authorised attorney for and on behalf of)
QUEST INTERNATIONAL SERVICES B.V.)



SIGNED, SEALED and DELIVERED
for and on behalf of
KERRY GROUP SERVICES LTD
in the presence of:



I hereby certify the foregoing to be a true copy of the Original Document

dated this 6th day of JULY 2004

F.R. KELLY & CO.
27 Clyde Road Ballsbridge Dublin 4.

SHANE SMYTH, SOLICITOR
Shane Smyth