

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest International Nederland B.V.		04/30/2004	COMPANY: NETHERLANDS

RECEIVING PARTY DATA	
Name:	Kerry Group Services Ltd.
Street Address:	Princes Street, Tralee County
City:	Kerry
State/Country:	IRELAND
Entity Type:	COMPANY: IRELAND

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2122624	HY-BAKE
Registration Number:	1735893	HYPEP

CORRESPONDENCE DATA	
Fax Number:	(703)905-2500
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-905-2145
Email:	va-logocops@pillsburywinthrop.com
Correspondent Name:	James R. Menker
Address Line 1:	Pillsbury Winthrop
Address Line 2:	P.O. Box 10500
Address Line 4:	McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	81326/0081326
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DOMESTIC REPRESENTATIVE	
Name:	James R. Menker
Address Line 1:	P.O. Box 10500
Address Line 4:	McLean, VIRGINIA 22102

CH \$65.00 2122624

NAME OF SUBMITTER:

James R. Menker

Total Attachments: 5

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30 April 2004

QUEST INTERNATIONAL NEDERLAND 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 NEDERLAND B.V.**, a company incorporated in The Netherlands (trade register number 32043950) of 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 **TRADE MARK** 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	Class	Application No.	Application Date	Reg No.	Reg Date	Next Renewal Due	Status
Spain	ADMUL	1	611770	18-Mar-1970	611770	8-Jun-1973	18-Mar-2010	Registered
Spain	ADMUL	30	611772	18-Mar-1970	611772	28-May-1971	18-Mar-2010	Registered
Spain	ADMUL	29	611771	18-Mar-1970	611771	4-Dec-1975	18-Mar-2010	Registered
Sweden	HY-BAKE	29	93-07567	20-Aug-1993	258470	27-May-1994	27-May-2004	Registered
Sweden	HY-YEST	1, 5, 30	92-03821	22-Apr-1992	242398	13-Nov-1992	22-Jun-2012	Registered
United Kingdom	BREW-N-ZYME	32	957407	26-Mar-1970	957407	26-Mar-1970	26-Mar-2005	Registered
United States of America	HY-BAKE	29	74/588110	20-Oct-1994	2122624	23-Dec-1997	23-Dec-2007	Registered
United States of America	HYPEP	1	74105918	15-Oct-1990	1735893	1-Dec-1992	1-Dec-2012	Registered

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 NEDERLAND B.V.

)
) *[Signature]*
)

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

)
) *[Signature]*
)
[Signature]

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

dated this *19th* day of *JULY* 2004

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

[Signature], Solicitor