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27 July 2004

COPY

THE JACOB'S BAKERY LIMITED

and

DANONE ASIA PTE LTD

**ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS**



FRESHFIELDS BRUCKHAUS DERINGER

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AN ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS made on
JULY 27TH 2004

BETWEEN

THE JACOB'S BAKERY LIMITED (company no. G2322741) (*Assignor*), having its registered office at Long Lane, Aintree, Liverpool, L9 7LD

and

DANONE ASIA PTE LTD (company no 198905732N) (*Assignee*), having its registered office at Temasek Avenue, 34-02 Millenia Tower, 039192 Singapore

WHEREAS

- (A) Assignor is the owner of the Trade Marks (as defined below).
- (B) Assignor has agreed to assign the Trade Marks to Assignee, on the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this agreement the following expressions shall have the following meanings:

registered includes registrations and applications for registration;

Trade Marks means the trade marks and trade mark applications set out in Schedule 1.

1.2 In this agreement, unless the context otherwise requires:

- (a) references to *persons* includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and do not affect the construction of the agreement;
- (c) references to one gender includes all genders; and
- (d) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

1.3 The Schedules comprise schedules to this agreement and form part of this agreement.

2. ASSIGNMENT

In consideration of the payment of £1 by Assignee to Assignor, Assignor assigns to Assignee all right, title and interest in and to the Trade Marks, including:

- (a) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods and services in respect of which the Trade Marks are registered or used; and
- (b) the right to sue for damages and other remedies (and to retain damages recovered) in respect of any infringement or unauthorised use of any of the Trade Marks which may have occurred before the date of this agreement.

3. FURTHER ASSURANCE

3.1 Assignor shall, at its own cost, perform (and procure the performance of) all further acts and things, and execute and deliver (and procure the execution and delivery of) all further documents, required by law or which Assignee requests for the purpose of vesting in Assignee the full benefit of the right, title and interest assigned to Assignee under this agreement in any jurisdiction, including executing as soon as reasonably practicable any deeds, agreements or other documents required by Assignee to effect registration or recordal of the assignment of any of the Trade Marks to Assignee in any jurisdiction.

3.2 Assignor shall do the following, at Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks to Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide Assignee with all information and other assistance required to enable Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including, without limit, producing, in the appropriate form, any evidence of its use of the Trade Marks);
- (d) ensure that copies of all correspondence which it or its agents receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to Assignee, marked for the attention of General Counsel, or any other person which Assignee notifies to Assignor from time to time; and
- (e) provide Assignee with all information and other assistance required by Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, without limit and if requested by Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by Assignee).

3.3 Assignor acknowledges the rights and powers of Assignee under the executed power of attorney attached as Schedule 2.

4. WAIVERS

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

5. AMENDMENT

5.1 No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of both parties.

5.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this agreement shall remain in full force and effect, except and only to the extent that they are so varied.

6. SEVERABILITY

If and to the extent that any provision of this agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

7. ENTIRE AGREEMENT

This agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this agreement. It is agreed that:

- (a) neither party has entered into this agreement in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this agreement;
- (b) neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this agreement;
- (c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

8. GOVERNING LAW AND JURISDICTION

8.1 This agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

8.2 Each of the parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this agreement or otherwise arising in connection with this agreement and for such purposes irrevocably submit to the jurisdiction of the English courts.

9. COUNTERPARTS

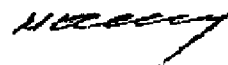
This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

10. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS WHEREOF this agreement has been signed by the authorised representatives of the parties on the day and year first written above.

SIGNED by)
 name of signatory)
 on behalf of)
 THE JACOB'S BAKERY LIMITED)

MOHAMMED ELJARKY


SIGNED by)
 name of signatory)
 on behalf of)
 DANONE ASIA PTE LTD)



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SCHEDULE 1
TRADE MARKS



414

JACOB'S LABELS



JACOB'S Gems décor d'emballage en couleurs



JACOB'S Hi-Calcium original décor d'emballage en



JACOB'S Hi-fibre décor d'emballage en couleurs



JACOB'S Marie décor d'emballage en couleurs



JACOB'S Oatmeal décor d'emballage en couleurs

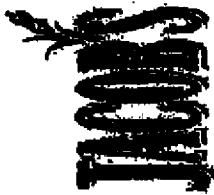


JACOB'S Wanlameal décor d'emballage en couleurs

VEISB/DMMG - April 23, 2004

THE JACOBS COMPANY

JACOBS LOGOS



JACOBS Asian logo 2001 in black & white



JACOBS logo in diamond device with raised corner



JACOBS in diamond device20



JACOBS in Ellipse device

YC/SB/DMMC - April 23, 2004

Country	Trademark	Application No.	Applicant No.	Registration No.	Registration Date	Expiry Date	Class
Jamaica	PEEK FREANS	2004/1520	65-015590	2005/1580	2005-08-01	2015-08-01	30
Japan	ROMANT	3105/1998	2005-514-00	2005/1993	2005-07-05	30/06/2013	30
Lebanon	JACOBS	2011/1004	333	2011/1004	2011-03-04	2011-03-04	30
Macao	HUNTLEY & PALMERS	1712/1987	3341-M	2004/1988	2004-11-04	2014-11-04	30
Macao	JACOBS in Emboss device	2011/1004	150441	2011/1004	2011-03-04	2011-03-04	30
Macao	PEEK FREANS BAKING tool device	2011/1004	1033-M	2011/1004	2011-03-04	2011-03-04	30
Macao	JACOBS Asten logo 2001 in black & white	2004/2001	2001-05108	2004/2001	2004-08-01	2014-08-01	29
Macao	JACOBS Asten logo 2001 in black & white	2004/2001	2001-05109	2004/2001	2004-08-01	2014-08-01	30
Macao	JACOBS Asten logo 2001 in black & white	1402/2001	2001-12244	1402/2001	2001-12-24	2011-12-24	30
Macao	JACOBS Asten logo 2001 in black & white	2005/1988	88281745	2005/1988	2005-07-05	2015-07-05	30
Macao	JACOBS in diamond device	0905/1985	85-04405	0905/1985	2005-07-05	2015-07-05	30
Macao	JACOBS in diamond device	0905/1985	8504408	0905/1985	2005-07-05	2015-07-05	30
Macao	JACOBS in Emboss device	2007/1989	1431365	2007/1989	2007-07-05	2017-07-05	30
Macao	PEEK FREANS Baker's hat device	2007/1989	1431365	2007/1989	2007-07-05	2017-07-05	30
Macao	SUNLIFE	2001/1977	SAR 16250	2001/1977	2001-07-05	2011-07-05	30
Macao	JACOBS Asten logo 2001 in black & white	0512/2002	2002-15126	0512/2002	2002-12-12	2012-12-12	30
Macao	JACOBS Asten logo 2001 in black & white	0208/2001	27-82	0208/2001	2001-08-02	2011-08-02	30
Myanmar (Birma)	JACOBS						30
Myanmar (Birma)	JACOBS Asten logo 2001 in black & white						30
Myanmar (Birma)	JACOBS Asten logo 2001 in black & white						30
Nepal	JACOBS Asten logo 2001 in black & white						30
Nepal	JACOBS Asten logo 2001 in black & white						30
New Zealand	HUNTLEY & PALMERS	0600/1874	654333	0600/1874	2000-07-14	2010-07-14	29
New Zealand	HUNTLEY & PALMERS CLUB	0600/1874	654333	0600/1874	2000-07-14	2010-07-14	30
New Zealand	JACOBS	0600/1874	654333	0600/1874	2000-07-14	2010-07-14	30
New Zealand	JACOBS in Diamond device 20	1704/2000	612842	1704/2000	2000-07-14	2010-07-14	30
New Zealand	JACOBS in Diamond device 20	1704/2000	612843	1704/2000	2000-07-14	2010-07-14	28
New Zealand	PEEK FREANS	0105/1983	861869	0105/1983	2001-07-05	2011-07-05	30
New Zealand	TWIGLETS	0104/1982	861841	0104/1982	2001-07-05	2011-07-05	30
New Zealand	VITAWHEAT	0203/1988	861819	0203/1988	2003-07-05	2013-07-05	30
Philippines	HUNTLEY & PALMERS SUPERIOR READING label in colour	2102/1946	6246	2102/1946	2002-07-05	2012-07-05	30
Philippines	JACOBS & CO'S CREAM CRACKERS label with J and panel in colour	1702/1946	3334	1702/1946	2002-07-05	2012-07-05	30
Philippines	JACOBS & CO'S SELECTED label with panels	1702/1946	3332	1702/1946	2002-07-05	2012-07-05	30
Philippines	JACOBS	1102/1988	134315	1102/1988	2002-07-05	2012-07-05	28
Philippines	JACOBS in diamond device	1402/1986	134307	1402/1986	2002-07-05	2012-07-05	30
Philippines	JACOBS in diamond device	1402/1986	134307	1402/1986	2002-07-05	2012-07-05	30
Philippines	JACOBS	2702/2000	42000-0002380	2702/2000	2002-07-05	2012-07-05	30
Philippines	JACOBS Asten logo 2001 in black & white	2404/2001	42001-0002682	2404/2001	2004-07-05	2014-07-05	30
Philippines	JACOBS Chem Crackers decor d'emballage en couleurs	1908/2001	42001-0007010	1908/2001	2001-07-05	2011-07-05	30
Philippines	JACOBS Chem Crackers decor d'emballage en couleurs	1908/2001	42001-0007017	1908/2001	2001-07-05	2011-07-05	30
Philippines	JACOBS Hi-Calcium original decor d'emballage en couleurs	1802/2001	42001-0007052	1802/2001	2001-07-05	2011-07-05	30
Philippines	JACOBS Hi-Fibre decor d'emballage en couleurs	1802/2001	42001-0007061	1802/2001	2001-07-05	2011-07-05	30
Philippines	JACOBS Hi-Fibre decor d'emballage en couleurs	1802/2001	42001-0007063	1802/2001	2001-07-05	2011-07-05	30
Philippines	JACOBS Central decor d'emballage en couleurs	1908/2001	42001-0007048	1908/2001	2001-07-05	2011-07-05	30
Philippines	JACOBS Westmest decor d'emballage en couleurs	1908/2001	42001-0007046	1908/2001	2001-07-05	2011-07-05	30

WCS/SD/MAC April 23, 2004

Country	Trademark	Application Date	Applicant No.	Registration Date	Registration No.	Renewal Date	Class
Singapore	HUNTLEY & PALMER'S	28/03/1992	288...	07/03/1992	48-237197	07/03/2012	30
Singapore	JACOB & CO'S CREAM CRACKERS label with ellipse	01/11/1978	77,848	08/07/1981	43,348	08/07/2011	30
Singapore	JACOB & CO'S CREAM CRACKERS label with J	03/06/1939	1,252	20/07/1981	43,348	08/07/2011	30
Singapore	JACOB & CO'S label	18/02/1971	61,166	20/07/1981	43,344	08/07/2011	30
Singapore	JACOB'S Asian logo 2001 in black & white	27/04/2001	7011018112	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S Asian logo 2001 in black & white	27/04/2001	7011018124	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S embossed	25/12/1986	12,887/89	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S Gems decors d'emballage en couleurs	10/04/2001	70114388	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S H-Calcium original decors d'emballage en couleurs	10/04/2001	70114388	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S in diamond device20	21/03/1998	272098	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S in Ellipse device	21/03/1998	272788	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S KRAKEMEA, emballage couleur	28/07/1988	25,339	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S Mails decors d'emballage en couleurs	28/10/1989	70912,9181	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S Ombrel decors d'emballage en couleurs	10/04/2001	70114388 E	19/12/1989	20,177	19/12/2007	30
Singapore	SUNLIFE	10/04/2001	70114388 G	19/12/1989	20,177	19/12/2007	30
Singapore	JACOB'S	04/12/2002	709118,881	19/12/1989	20,177	19/12/2007	30
South Korea	JACOB'S	07/05/1992	97-859	07/03/1992	48-237197	07/03/2012	3
Sh Lanka	HUNTLEY & PALMER'S	08/07/1981	43,348	08/07/1981	43,348	08/07/2011	30
Sh Lanka	HUNTLEY & PALMER'S flower device	08/07/1981	43,348	08/07/1981	43,348	08/07/2011	30
Sh Lanka	JACOB'S	09/07/1981	43,344	20/06/1984	43,344	08/07/2011	30
Sh Lanka	JACOB'S Asian logo 2001 in black & white	19/12/2001	183,094				29
Sh Lanka	JACOB'S Asian logo 2001 in black & white	19/12/2001	183,033				29
Sh Lanka	TRICA	19/12/1989	20,177				30
Taiwan	JACOB'S	01/05/1982	888,384				30
Taiwan	JACOB'S Asian logo 2001 in black & white	19/04/2001	80014183				24
Taiwan	JACOB'S Asian logo 2001 in black & white	19/04/2001	801014184				28
Taiwan	JACOB'S H-Calcium original decors d'emballage en couleurs	11/08/2001	80037889				30
Taiwan	JACOB'S in ellipse characters	08/08/1981	83,010,179				30
Taiwan	JACOB'S Westpacal decors d'emballage en couleurs	11/08/2001	80037888				30
Thailand	HUNTLEY & PALMER'S	01/10/1981	487,579				24
Thailand	JACOB & CO'S CREAM CRACKERS label with J	22/02/1982	44,809				42
Thailand	JACOB'S	30/12/1987	347838				30
Thailand	JACOB'S Asian logo 2001 in black & white	28/09/2001	494,807				29
Thailand	JACOB'S Asian logo 2001 in black & white	28/05/2001	454,809				29
Thailand	JACOB'S Cream Crackers decors d'emballage en couleurs	05/10/2001	487,563				30
Thailand	JACOB'S H-Calcium original decors d'emballage en couleurs	05/10/2001	487,563				30
Thailand	JACOB'S H-Calcium decors d'emballage en couleurs	05/10/2001	487,565				30
Thailand	JACOB'S in diamond device20	21/02/1997	212,290				30
Thailand	JACOB'S in Ellipse device	18/01/1997	448,843				30
Thailand	JACOB'S in Thai special lettering	28/02/1987	172,573				42
Thailand	JACOB'S Ombrel decors d'emballage en couleurs	02/10/2001	487,562				30
Thailand	JACOB'S special lettering	30/12/1987	347,835				30
Thailand	JACOB'S Westpacal decors d'emballage en couleurs	03/10/2001	487,564				30

7355501MVC April 23 2004

Country	Trademark	Application No.	Registration No.	Renewal Date	Class
United States of America	JACOBS'S CREAM CRACKERS Whimper	27/05/1997	06/05/1999 194	27/05/2009 30	
✓	JACOBS'S Alien logo 2001 in black & white	09/05/2001	78263,789		29, 30
✓	JACOBS'S Alien logo 2001 in black & white	20/04/2001	4-2001-01,749		29, 30
✓	JACOBS'S Cream Crackers décor d'emballage en couleurs	12/09/2001	4-2001-04,161	12/09/2011	30
✓	JACOBS'S emballage	30/03/1998	31,184	30/03/2008	30
✓	JACOBS'S Hi-Calcium original décor d'emballage en couleurs	12/09/2001	4-2001-04,163	12/09/2011	30
✓	JACOBS'S Hi-Sone décor d'emballage en couleurs	12/09/2001	4-2001-04,165	12/09/2011	30
✓	JACOBS'S Whimper décor d'emballage en couleurs	12/09/2001	4-2001-04,162	12/09/2011	30

V/GSR/THINC - April 23, 2004

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SCHEDULE 2**POWER OF ATTORNEY**

THIS POWER OF ATTORNEY is made on JULY 27TH 2004 by **THE JACOB'S BAKERY LIMITED** a company incorporated under the laws of England and Wales whose registered office is at Long Lane, Aintree, Liverpool, L9 7LD (the *Principal*)

WHEREAS:

(A) By an assignment of intellectual property rights dated the date of this Power of Attorney (the *Agreement*) between the *Principal* and *Danone Asia Pte Ltd* (the *Attorney*) the *Principal* agreed to perform certain obligations.

(B) By way of security for the performance of *Principal's* obligations owed to the *Attorney* under the *Agreement* the *Principal* wishes to appoint the *Attorney* upon the terms and conditions of this Power of Attorney.

NOW THIS POWER OF ATTORNEY WITNESSES**1. INTERPRETATION**

1.1 In this Power of Attorney:

- (a) *Secured Obligations* means the obligations of the *Principal* that are now or at any time owed to the *Attorney* under clause 3 of the *Agreement*;
- (b) *Trade Marks* is as defined in the *Agreement*;
- (c) a reference to a *person* includes an individual, a body corporate (wherever incorporated), an unincorporated association and a partnership; and
- (d) the singular includes the plural and vice versa.

1.2 This Power of Attorney shall be construed without regard to the *ejusdem generis* rule.

2. POWER OF ATTORNEY

The *Principal* hereby irrevocably and by way of security for the performance of the *Secured Obligations* appoints the *Attorney* as its true and lawful attorney with full power for and in the *Principal's* name or otherwise to be entitled (but not bound), in the event that the *Principal* has failed following 14 days' written notice from the *Attorney* to perform the *Secured Obligations*, to perform the *Secured Obligations* in the place and stead of the *Principal* and in particular, but without prejudice to the preceding words, to perform any acts and execute and deliver any deeds, agreements or other documents for the purpose of vesting in the *Attorney* the full benefit of the right, title and interest assigned or purported to be assigned to the *Attorney* under the

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Agreement or to effect registration or recordal of the assignment of the Trade Marks to the Attorney.

3. MISCELLANEOUS

3.1 In favour of the Attorney, or a person dealing with it, all acts done and documents executed or signed by the Attorney in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal.

3.2 The Principal irrevocably and unconditionally undertakes to indemnify the Attorney against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney.

3.3 The Principal hereby ratifies and confirms and agrees at all times hereafter to ratify and confirm whatever the Attorney does or purports to do in exercise or purported exercise of the powers under this Power of Attorney

3.4 This Power of Attorney shall be governed by and interpreted in accordance with English law.

3.5 The provisions of this paragraph 3 shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.

EXECUTED AND DELIVERED)
as a DEED by)
THE JACOB'S BAKERY LIMITED)
acting by two directors/a director and a secretary)

Director *Hossain* (MOHAMED ERSAZIKY)

Director/Secretary

[Signature]

(Jean-Claude Aubrey)

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Via Fax
Dana E. Stewart
Direct Dial: 714-424-9525
dstewart@gtlaw.com

May 2, 2005

Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Domestic Representative Designation
Registration Number: 2834924
Filing Date: 2001-05-08
Mark: JACOB'S & Design


Dear Sirs:

I refer to the assignment of trademark registration number 2834924 from conveying party The Jacob's Bakery Limited to the receiving party Danone Asia Pte. Ltd filed herewith. In reference to this trademark registration, I request that your office kindly insert into the record the Domestic Representative information as follows:

Dana E. Stewart
Global Trademarks, Inc.
151 Kalmus Drive, Suite E110
Costa Mesa, CA 92626

If you have any questions, please do not hesitate to contact me directly at 714-424-9525 or via e-mail at dstewart@gtlaw.com.

Respectfully,


Dana E. Stewart
Attorney at Law
Global Trademarks, Inc.

151 Kalmus Drive, Suite E110, Costa Mesa, California 92626, USA
Phone: 714-424-9522 Fax: 714-424-9533 Email: globalmarks@gtlaw.com
www.gtlaw.com



Via Facsimile (19 Pages)
Dana E. Stewart
Direct Dial: 714-424-9525
dstewart@gtilaw.com

June 27, 2005

U.S. Patent & Trademark Office
Assignment Services Division
P.O. Box 1450
Alexandria, VA 22313

Re: Notice of Non-Recordation of Document
Trademark Registration No. 2834924
Trademark: JACOB'S & Design
Document ID No.: 700175929
Attention: Margaret Lasalle, Paralegal, Assignment Division

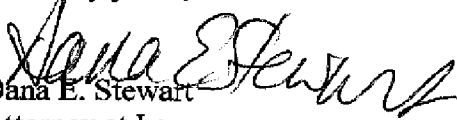
Dear Ms. Lasalle:

Thank you for your facsimile of June 24, 2005, informing us that there was no attached Credit Card Form PTO 2038 to charge the credit card in connection with recordal of assignment for Registration No. 2834924..

In this regard, kindly find attached the completed Form PTO 2038 as requested, as well as the resubmitted document including the stamp with the official date of receipt under 37 CFR 3.

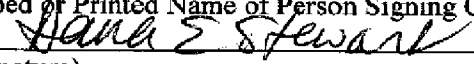
If you have any questions, do not hesitate to contact me directly at 714-424-9525.

Sincerely yours,


Dana E. Stewart
Attorney at Law
Global Trademarks, Inc.

CERTIFICATE OF TRANSMISSION

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