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RECORDATION FORM COVER SHEET TRADEMARKS ONLY To the Director of the U.S. Patent and Trademark Office: Please record the statched documents or the new eddress(ex) below. 1. Name of corresping party(tee): The Jacob's Bakery Limited Individual(s)	Form FTO-1994 (Rev. 03/05) OMB Collection 0651-0027 (exp. 8/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
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Documents to be recorded (including cover sheet) should be fixed to (763) 306-8685, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Ben 1480, Alexandria, VA 22312-1449

Jun 27 2005 9:45AM GLOBAL TRADEMARKS INC.

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THE JACOB'S BAKERY LIMITED

DANONE ASIA PTE LTD

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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AN ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS made on 724 2774 2004

BETWEEN

THE JACOB'S BAKERY LIMITED (company no.02322741) (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:

- I. 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.

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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).

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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.

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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 counterciains) 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)	MOHAMED ELSARY
SIGNED by name of signatory on behalf of BANONE ASIA PER LITE)	Qhl.

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Jun 27 2005 9:46AM GLOBAL TRADEMARKS INC. 714-424-9533

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SCHEDULE 1

TRADE MARKS



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SCHEDULE 2

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on JULY 2774 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.
- 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.
- 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 Boglish law.
- 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 (MOHAMES ELSALICY) (Dean-Claube Austry)

Director/Secretary

TRADEMARK

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

Respectfully.

Dana E. Stewart Attorney at Law

Global Trademarks, Inc.

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

Attorney at Law

Global Trademarks, Inc.

CERTIFICATE OF TRANSMISSION

ENM

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office on the date shown below.

Dana E. Stewart

(Typed of Printed Name of Person Signing Certificate)

(Signature)

June 27, 2005

(Date)

151 Kalmus Drive, Suite E110, Costa Mesa, California 92626, USA Phone: 714-424-9522 Fax: 714-424-9533 Email: globalmark PAIDEMARK

RECORDED: 06/27/2005 REEL: 003143 FRAME: 0423