

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Weetabix of Canada Limited		01/27/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weetabix Limited		
<b>Street Address:</b>	Burton Latimer, Kettering		
<b>City:</b>	Northants		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NN15 5JR		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2402586	MINIBIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(410)280-6758		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4102806608		
<b>Email:</b>	llaubscher@laubscherlaw.com		
<b>Correspondent Name:</b>	Lawrence E. Laubscher, Jr.		
<b>Address Line 1:</b>	1160 Spa Road, Suite 2B		
<b>Address Line 4:</b>	Annapolis, MARYLAND 21403		
<b>ATTORNEY DOCKET NUMBER:</b>	21313		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

OP \$40.00 2402586

Address Line 4:

NAME OF SUBMITTER:

Lawrence E. Laubscher, Jr.

Signature:

/leljr/

Date:

03/08/2006

Total Attachments: 3

source=21313.asg#page1.tif

source=21313.asg#page2.tif

source=21313.asg#page3.tif

**TRADE MARK ASSIGNMENT**

**THIS ASSIGNMENT** is made the 27th day of January 2006

**BETWEEN**

Weetabix of Canada Limited of 751 D'Arcy Street, Cobourg, Ontario, K9A 4B1 (hereinafter called "the Assignor")

**AND**

Weetabix Limited of Weetabix Mills, Burton Latimer, Kettering, Northants, NN15 5JR, United Kingdom (hereinafter called "the Assignee").

**WHEREAS**

- (A) The Assignor is the proprietor of the trade mark applications and registrations detailed in the attached 'Schedule A' (hereinafter referred to as "the Trade Marks")
- (B) The parties hereto have agreed that the Trade Marks and rights ancillary thereto should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

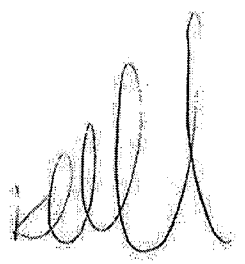
**NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the sum of £1 paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns with full title guarantee to the Assignee **ALL** the property, right, title and interest in the Trade Marks including all common law rights connected therewith **TOGETHER** with all goodwill attaching to the goods in respect of which the Trade Marks are registered as symbolised by the Trade Marks **AND TOGETHER** with the right of the Assignee to sue for damages or other remedies in respect of any infringement of such rights prior to the date hereof **TO HOLD** unto the Assignee absolutely.
2. The Assignor, at the request of and at no cost to the Assignee save for out of pocket expenses reasonably incurred, shall:
  - a) execute all such further documents as the Assignee may reasonably require to fully vest ownership of the Trade Marks in the Assignee; and

- b) take all reasonable steps to assist the Assignee in the defence of opposition proceedings against the Trade Marks, including the preparation of evidence of continuous use of the Trade Marks by the Assignor and the Assignor's predecessors in title in relation to all the goods for which registration of the Trade Marks are sought; and
- c) take all reasonable steps to assist the Assignee in the defence of any application for revocation or declaration of invalidity that may be filed in respect of the Trade Marks once registered.

In witness whereof the parties hereto have signed this Assignment the day and year first above written.

SIGNED on behalf of the Assignor by: )  
)  
)  
)  
)  
)



SIGNED on behalf of the Assignee by: )  
)  
)  
)  
)  
)



Schedule A

<u>Country</u>	<u>Mark</u>	<u>Application/Registration No.</u>
CANADA	BANANABIX	TMA 617,875
CANADA	FRUTBIX	TMA 617,876
CANADA	MINIBIX	TMA 533,521
CANADA	READY BREK	TMA 484,345
USA	MINIBIX	2402586