



## UNITED STATES OF AMERICA TRADE MARK ASSIGNMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made on 12 January 2006

### BETWEEN

- (1) **DANONE ASIA PTE LTD**, a company incorporated under the laws of Singapore, whose registered office is at 1 Temasek Avenue, #34-02 Millenia Tower, Singapore 039192 (the "Assignor"); and
- (2) **AJINOMOTO CO., INC.**, a company incorporated under the laws of Japan, whose registered office is at 15-1, Kyobashi Ichome, Chuo-ku, Tokyo 104-8315, Japan (the "Assignee").

### Whereas

The Assignor has agreed to sell to the Assignee, inter alia, the Seller Intellectual Property on the terms and conditions of this agreement.

### This Agreement provides as follows:

#### 1 Definitions

- 1.1 Words and expressions used in this agreement shall have the following meanings, unless the context requires otherwise:

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China; and

"**Seller Intellectual Property**" means the intellectual property rights set out in the Schedule to this agreement.

- 1.2 In this agreement, unless the context otherwise requires:

- (a) reference to any statute, by-law, regulation, rule, delegated legislation or order is to any statute, by-law, regulation, rule, delegated legislation or order as amended, modified or replaced from time to time and to any statute, by-law, regulation, rule, delegated legislation or order replacing or made under any of them;
- (b) the headings are inserted for convenience only and shall not affect the construction of this agreement;
- (c) the singular shall include the plural and vice versa;
- (d) references to one gender include all genders and the neutral gender; and
- (e) any phrase introduced by the terms "*including*", "*include*", "*in particular*" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 Assignment**

In consideration of the payment of the sum of \_\_\_\_\_ from the Assignee to the Assignor (payment of which is hereby acknowledged), the Assignor hereby assigns and transfers to the Assignee, free and clear of all mortgages, charges, pledges, liens, trusts, claims and other interests, all the Assignor's right, title and interest in and to the Seller Intellectual Property, including the goodwill and statutory and common law rights attaching to the Seller Intellectual Property, and all rights of action arising or accrued in relation to the Seller Intellectual Property including the right to sue for damages and other remedies for infringement or misuse of the Seller Intellectual Property which may have occurred prior to the date hereof and to retain those damages.

## **3 No Warranty**

The parties hereto acknowledge that any conditions, warranties or other terms implied by statute or common law strictly for the purpose of this assignment are excluded to the fullest extent permitted by law.

## **4 Further Assurance**

The Assignor shall, at the Assignee's cost, sign all documents and do such further acts or things which the Assignee may reasonably request from time to time as may be necessary to implement and give full effect to this agreement and give to the Assignee the full benefit of all the provisions of this agreement.

## **5 Costs**

5.1 Except in relation to any capital gains tax which may arise on the part of the Assignor, the Assignee shall bear all stamp, transfer and other documentary duties or taxes and all costs, charges and other expenses (including in particular all official and/or agents' fees in relation to the recordal of the Assignee as proprietor of the Seller Intellectual Property) arising as a consequence of this agreement and its implementation.

5.2 For the avoidance of doubt, the Assignee shall bear all costs, charges, fees and other expenses which may be incurred after the date of this agreement in relation to the maintenance and its management of the Seller Intellectual Property.

## **6 Waivers, Rights and Remedies**

Except as otherwise provided in this agreement, no failure or delay by any party in exercising any right or remedy provided by law or 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 further exercise of it or the exercise of any other remedy.

## **7 General**

7.1 This agreement shall be binding on and inure for the benefit of the successors-in-title and permitted assigns of the parties.

- 7.2 No amendment, variation or waiver of this agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties. The expression **variation** shall include any variation, supplement, deletion or replacement howsoever effected. Unless expressly agreed, no variation shall constitute a general waiver of any provision 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 under or pursuant to this agreement shall remain in full force and effect except and only to the extent that they are so varied.
- 7.3 Each of the provisions of this agreement is severable. If any such provision is held to be or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction:
- (a) so far as it is illegal, invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this agreement but it shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this agreement (or of the provisions of this agreement in any other jurisdiction); and
  - (b) the parties shall use all reasonable endeavours to replace it with a valid and enforceable substitute provision or provisions but differing from the replaced provision as little as possible and the effect of which is as close to the intended effect of the illegal, invalid or unenforceable provision.

## 8 Governing Law and Jurisdiction

- 8.1 This agreement and the legal relationships established by or otherwise arising in connection with this agreement shall be governed by, and interpreted in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
- 8.2 Any dispute, controversy or claim arising out of or relating to this agreement, including a dispute as to the validity or existence of this agreement and/or this clause, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force for the time being and as may be amended by the rest of this clause.
- 8.3 The appointing authority shall be Hong Kong International Arbitration Centre (the "HKIAC") and the place of arbitration shall be in Hong Kong.
- 8.4 There shall be three arbitrators and the language to be used in the arbitral proceedings shall be English.
- 8.5 Any such arbitration shall be administered by the HKIAC in accordance with the HKIAC Procedures for the Administration of International Arbitration in force at the date of this agreement.
- 8.6 The parties agree to waive any right of appeal against the arbitration award.

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

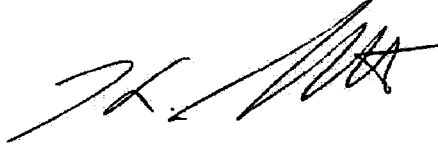
SIGNED by **CARINE STEIN**  
for and on behalf of  
**DANONE ASIA PTE LTD**

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)  
)



SIGNED by **HIROMASA MATSUMOTO**  
for and on behalf of  
**AJINOMOTO CO., INC.**

)  
)  
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SCHEDULE  
INTELLECTUAL PROPERTY

<u>MARK</u>	<u>APPLN/REGN NO.</u>	<u>FILED/DATED</u>
AMOY GOLD LABEL SOY SAUCE	78/256,776	February 6, 2003
AMOY LOGO 95	2178809	April 8, 1998
AMOY LOGO 95	2715913	May 13, 2003
GOLD LABEL SOY SAUCE	3002623	September 27, 2005

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant : Ajinomoto Co., Inc.  
Serial No. : 78/256,776  
Filed : February 6, 2003  
Mark : AMOY GOLD LABEL SOY SAUCE


**POWER OF ATTORNEY****SIR:**

In the matter of the above-identified application, Applicant hereby appoints PERLA M. KUHN, RONALD ABRAMSON, JAMES B. KOBAK, JR., JULIUS RABINOWITZ, PETER A. SULLIVAN, KRISTIN B. WHITING, RUSSELL W. JACOBS, LORI WEISS and NATASHA N. REED of the law offices of HUGHES HUBBARD & REED LLP, One Battery Park Plaza, New York, NY 10004-1482, its attorneys with full power of substitution and revocation and to transact all business in the Patent Office in connection therewith.

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

HUGHES HUBBARD & REED LLP, whose postal address is One Battery Park Plaza, New York, New York 10004-1482, United States of America, is hereby designated Applicant's representative upon whom notices of process in proceedings affecting the mark may be served.

AJINOMOTO CO., INC.

By:   
Name: Tatsuo Igarashi  
Title: Manager, Trademark Section

Dated: February 2nd, 2006

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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Ajinomoto Co., Inc.  
Registration No. : 2,178,809  
Dated : April 8, 1998  
Trademark : AMOY Logo 95

## POWER OF ATTORNEY

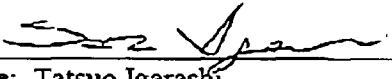
SIR:

In the matter of the above-identified Registration, Registrant hereby appoints PERLA M. KUHN, RONALD ABRAMSON, JULIUS RABINOWITZ, PETER A. SULLIVAN, NATASHA N. REED, KRISTIN B. WHITING, LORI WEISS and RUSSELL W. JACOBS of the law offices of HUGHES HUBBARD & REED LLP, One Battery Park Plaza, New York, NY 10004-1482, its attorneys with full power of substitution and revocation and to transact all business in the Patent Office in connection therewith.

## APPOINTMENT OF DOMESTIC REPRESENTATIVE

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AJINOMOTO CO., INC.

By:   
Name: Tatsuo Igarashi  
Title: Manager, Trademark Section

Dated: February 2nd, 2006

NY 1019732\_1.DOC



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Registrant : Ajinomoto Co., Inc.  
Registration No. : 2,715,913  
Dated : May 13, 2003  
Trademark : AMOY Logo 95

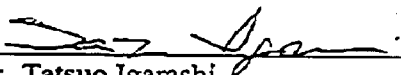
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AJINOMOTO CO., INC.

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Name: Tatsuo Igarashi  
Title: Manager, Trademark Section

Dated: February 2nd, 2006

NY 1019732\_1.DOC

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Registrant : Ajinomoto Co., Inc.  
Registration No. : 3,002,623  
Dated : September 27, 2005  
Trademark : GOLD LABEL SOY SAUCE

**POWER OF ATTORNEY****SIR:**

In the matter of the above-identified Registration, Registrant hereby appoints PERLA M. KUHN, RONALD ABRAMSON, JULIUS RABINOWITZ, PETER A. SULLIVAN, NATASHA N. REED, KRISTIN B. WHITING, LORI WEISS and RUSSELL W. JACOBS of the law offices of HUGHES HUBBARD & REED LLP, One Battery Park Plaza, New York, NY 10004-1482, its attorneys with full power of substitution and revocation and to transact all business in the Patent Office in connection therewith.

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By:   
Name: Tatsuo Igarashi  
Title: Manager, Trademark Section

Dated: February 2nd, 2006

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