

MALLESONS STEPHEN JAQUES

Deed of Assignment: Uncle Tobys Trade Marks

Dated

The Uncle Tobys Company Pty Limited ("Assignor")
Société des Produits Nestlé SA ("Assignee")

Mallesons Stephen Jaques
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Australia
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F +61 2 9296 3990
DX 113 Sydney
www.mallesons.com

TRADEMARK
REEL: 003443 FRAME: 0051

Deed of Assignment: Uncle Tobys Trade Marks

Details

Parties	Assignor and Assignee	
Assignor	Name	The Uncle Tobys Company Pty Limited
	ACN	000 008 962
	Address	1 Homebush Bay Drive, Rhodes, NSW, 2138, AUSTRALIA
Assignee	Name	Société des Produits Nestlé SA
	Address	Vevey, Canton of Vaud, SWITZERLAND
Recitals	A	The Assignor is the owner of the Trade Marks in respect of the Goods and Services.
	B	The Assignor agrees to assign the Trade Marks to the Assignee on the terms of this deed.
Governing law	New South Wales, Australia	
Date of deed	See Signing page	

Deed of Assignment: Uncle Tobys Trade Marks

General terms

1 Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Completion Date means 14 July 2006.

Copyright means all current and future copyright rights and rights in the nature of copyright throughout the world in any and all literary and artistic works comprising or included in any of the Trade Marks.

Details means the section in this deed headed "Details".

Goods means:

- (a) in the case of registered Trade Marks, the goods in respect of which the Trade Marks are registered;
- (b) in the case of Trade Mark applications, the goods in respect of which application has been made to register the Trade Marks.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Jurisdiction means the country in which a trade mark is registered or sought to be registered as set out in the Schedule.

Services means:

- (a) in the case of registered Trade Marks, the services in respect of which the Trade Marks are registered;
- (b) in the case of Trade Mark applications, the services in respect of which application has been made to register the Trade Marks.

Trade Marks means the registered trade marks and trade marks whose registration has been applied for, as set out in the Schedule.

1.2 General interpretation

Unless the contrary intention appears, a reference in this deed to:

- (a) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;

- (b) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) **(singular includes plural)** the singular includes the plural and vice versa;
- (e) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (f) **(administrators, successors, substitutes)** a particular person includes a reference to the person's administrators, successors and substitutes (including, persons taking by novation) and assigns;
- (g) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Assignment

The Assignor, as legal and beneficial owner, assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- (a) all of the Assignor's right, title and interest in respect of the trade mark registrations and applications for registration of the Trade Marks;
- (b) all right, title and interest in respect of any trade mark registrations which may subsequently be obtained in respect of the Trade Marks;
- (c) all of the Assignor's right, title and interest to the Copyright; and
- (d) all accrued rights of action involving the Trade Marks or the Copyright,

in relation to the Goods and Services, in the Jurisdictions, with effect from the Completion Date.

2.2 No assignment of goodwill in the associated business

The assignment made in clause 2 ("Assignment") is an assignment without the goodwill in the business concerned in the Goods and Services.

3 Further assurances

On and from the Completion Date the Assignor will execute documents and do things reasonably requested by the Assignee to enable the Assignee to become registered as the owner of the Trade Marks in the Jurisdictions.

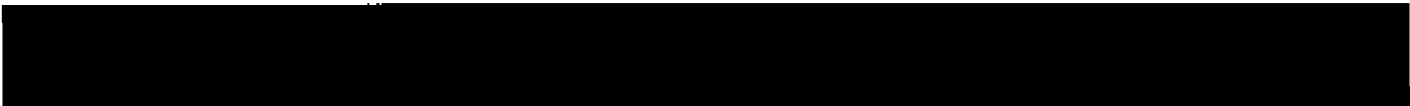
4 Governing law

This deed is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.





5 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document.

EXECUTED as a deed.



REDACTED

UNCLE TOBYS VITA BITES	713639	30	New Zealand	Under Examination
	743126	16, 29, 30, 26, 41, 42	New Zealand	Under Examination
	743128	16, 29, 30, 26, 41, 42	New Zealand	Under Examination
	743129	16, 29, 30, 26, 41, 42	New Zealand	Under Examination
ROLL-UPS	743190	29, 30	New Zealand	Accepted
HI-TOPPS	2361429	29, 30	United Kingdom	Under Examination
UNCLE TOBYS	2355368	29, 30	United Kingdom	Accepted
EDGE FOR LIFE	78/514121	29, 30	United States	Under Examination
LE SNAK	78/344962	29, 30	United States	Accepted
OAT FAVOURITES	78/514181	30	United States	Under Examination
OT'S	78/514188	30	United States	Under Examination
REELS	78/514450	29, 30	United States	Under Examination
	78/391154	29, 30	United States	Under Examination
YOGHURT TOPPS	78/517035	29, 30	United States	Under Examination



REDACTED

Deed of Assignment: Uncle Tobys Trade Marks

Signing page

DATED: _____

EXECUTED by THE UNCLE)
TOBYS COMPANY PTY)
LIMITED in accordance with)
section 127(1) of the Corporations)
Act 2001 (Cwlth) by authority of its)
directors:)

.....)
Signature of director)

.....)
Name of director (block letters)

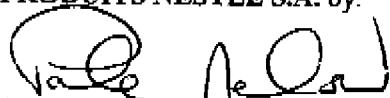
.....)
Signature of director/company)
secretary*

*delete whichever is not applicable

.....)
Name of director/company secretary*)
(block letters)

*delete whichever is not applicable

EXECUTED by SOCIÉTÉ DES)
PRODUITS NESTLÉ S.A. by:)

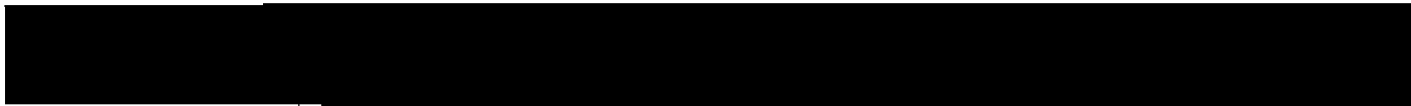


.....)
Authorised Representative)

Name: Paula Nelson.....)

Title: General Counsel.....)

Intellectual Property



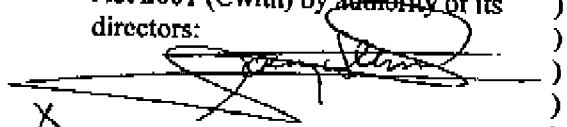
SECOND SIGNATURE PAGE

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Signing page

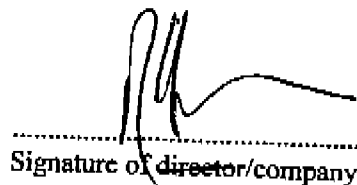
DATED: 14 JULY 2006

EXECUTED by THE UNCLE
TOBYS COMPANY PTY
LIMITED in accordance with
section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:



X
Signature of director

JORGE J SADURNI
Name of director (block letters)



.....
Signature of director/company
secretary*

*delete whichever is not applicable

Rungas G. Anand
Name of director/company secretary*

(block letters)

*delete whichever is not applicable

EXECUTED by SOCIÉTÉ DES
PRODUITS NESTLÉ S.A. by:

.....
Authorised Representative

Name:

Title: