

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Nutreco Canada Inc.		06/01/2007	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hendrix Genetics Limited		
<b>Street Address:</b>	650 Riverbend Drive		
<b>Internal Address:</b>	Suite C		
<b>City:</b>	Kitchener, Ontario N2K 3S2		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2513058	CONVERTER	
<b>Registration Number:</b>	2941818	HYBRID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)965-1210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-965-1348		
<b>Email:</b>	csmith@akingump.com		
<b>Correspondent Name:</b>	Laura A. Genovese		
<b>Address Line 1:</b>	2005 Market Street		
<b>Address Line 2:</b>	One Commerce Square, Suite 2200		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	682481.5003		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Laura A. Genovese		

CH \$65.00 2513058

Address Line 1: 2005 Market Street  
Address Line 2: One Commerce Square, Suite 2200  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Laura A. Genovese
Signature:	/Laura A. Genovese/
Date:	11/27/2007

**Total Attachments: 7**

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NUTRECO CANADA INC.

as Transferor

and

HENDRIX GENETICS LIMITED

as Transferee

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TRANSFER AGREEMENT  
HYBRID ASSETS

June 1, 2007

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*CM* *Dr*

## TRANSFER AGREEMENT

Transfer Agreement dated as of June 1, 2007 (together with the Schedules hereto, this "Agreement"), between Nutreco Canada Inc., a corporation organized under the federal laws of Canada (the "Transferor") and Hendrix Genetics Limited, a corporation formed by amalgamation and existing under the laws of the Province of Ontario (the "Transferee").

### RECITALS:

Nutreco Canada Inc., has agreed to the transfer of Nutreco's Canadian Hybrid Turkey's business which comprises all of Nutreco's Canadian breeding activities and breeding technologies of turkeys and all business related thereto from the Transferor to the Transferee.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter set forth, the Parties agree as follows:

### ARTICLE 1 GENERAL

#### Section 1.1 Definitions.

As used in this Agreement, the following terms have the following meanings:

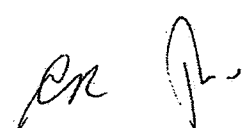
"Accounts Payable" means all accounts payable of the Transferor relating to the Business due or accruing due prior to the Effective Time.

"Accounts Receivable" means all accounts receivable, notes receivable and other debts due or accruing due to the Transferor in connection with the Business prior to the Effective Time.

"Agreement" has the meaning set forth in the opening paragraph.

"Assumed Liabilities" means the Accounts Payable, Permitted Encumbrances and all other Liabilities of the Transferor of any kind, character or description relating to or arising out of the operations of the Business howsoever and whenever arising.

"Books and Records" means all books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, marketing and advertising materials (whether in written, printed, electronic or computer



"Excluded Assets" means the minute books of the Transferor and the Transferor's right to claim scientific research and experimental development ("SRED") claims with the Canada Revenue Agency, or any equivalent provincial authorities, including the recognition of potential tax incentives and tax benefits for accounting purposes arising in connection with any and all SRED claims.

"Governmental Authority" means, to the extent it has jurisdiction, any governmental commission, council, directorate, court, trade agency, regulatory body or other authority of Canada or of any province or local jurisdiction within Canada, or any agency or instrumentality of any such government.

"Income Tax Act (Canada)" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5<sup>th</sup> Supp.), as amended.

"Intellectual Property Rights" means all patents, animal species variety rights, animal species breeders' rights, trade marks and design rights (whether or not registered or capable of registration), moral rights, copyright and all similar property rights, together with the rights subsisting in inventions, designs, drawings, processes, software and computer programmes, topography rights, know-how, trade or business secrets, business, brand or domain names or logos, confidential information, goodwill or the style of presentation of goods or services or any similar right or asset or process capable of protection anywhere in the world including applications and the right to apply for registration or protection of the same and any and all applications, that are owned by the Transferor and used exclusively in the Business, as listed on Schedule 1.1(8).

"Inventories" means all inventories of the Transferor related exclusively to the Business, including (i) turkeys, pigs, layers, broilers, eggs and new and unused production, packing and shipping supplies, (ii) all other materials and supplies on hand to be used or consumed in the Business, and (iii) all inventories listed on Schedule 1.1(5).

"Law" means any statute, law, ordinance, rule or regulation of any Governmental Authority.

"Leased Properties" means all leasehold interests of the Transferor in and to real or personal leased properties (including leased motor vehicles) which are used exclusively in the Business and are listed on Schedule 1.1(1).

"Leases" means the leases of the Leased Properties listed on Schedule 1.1(1).

- (d) undetermined or inchoate Liens, arising or potentially arising under statutory provisions whether or not such Liens have been filed or registered in accordance with applicable Law;
- (e) any right reserved to or vested in any Governmental Authority, including by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Transferor, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;
- (f) all financing statements registered against the Transferor or any predecessor thereof in respect of the Business or any of the Transferred Assets pursuant to the *Personal Property Security Act* (Ontario) and any similar legislation on or before the Closing Date;
- (g) all Liens registered on or before the Closing Date against title to any real property included in the Leased Properties or against the Transferor's leasehold interest in any real property included in the Leased Properties, or against title to the Owned Property; and
- (h) all Liens listed on Schedule 2.5.

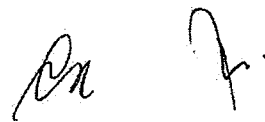
"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

"Prepaid Expenses and Deposits" means all amounts prepaid exclusively in connection with the Business including (i) any and all property taxes, rental and lease payments, insurance premiums, retail sales taxes, goods and services taxes, business taxes, rents and royalties, (ii) any and all deposits, including deposits with any public utility or any Governmental Authority, and (iii) all prepaid amounts listed on Schedule 1.1(6).

"Purchase Price" has the meaning set forth in Section 2.2.

"Transferable Permits" means all Permits listed on Schedule 1.1(7).

"Transferred Assets" means all of the Transferor's right, title and interest in and to all properties, assets, rights and contracts used primarily in the Business (other than the Excluded Assets), including:



- (a) the Owned Properties;
- (b) the Contracts and the Leases;
- (c) the Intellectual Property Rights;
- (d) the Inventories;
- (e) the Equipment;
- (f) the Transferable Permits;
- (g) the Prepaid Expenses and Deposits;
- (h) the Accounts Receivable; and
- (i) the Books and Records.

"Transfer Tax(es)" means applicable excise, sales, goods and services, harmonized sales, value added, transfer, land transfer, documentary, filing, recordation, real estate conveyance, stamp, use and other similar taxes, levies, fees and charges due in connection with the transactions contemplated by this Agreement, and any interest or penalties imposed thereon.

**Section 1.2 Headings, etc.**

The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

**Section 1.3 Gender and Number.**

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

**Section 1.4 Certain Phrases, etc.**

The word "or" is not exclusive. The words "including", "includes" and "include" mean "including (or includes or include) without limitation".

**Section 1.5 Currency.**

All references to dollars or to "\$" are expressed in Canadian currency unless otherwise specifically indicated.

*RM P.*

**ARTICLE 2  
PURCHASE AND SALE**

**Section 2.1 Purchase and Sale.**

In reliance upon the representations, warranties, covenants and agreements contained herein and upon the terms and subject to the conditions set forth herein, the Transferor sells, assigns, transfers, conveys and delivers to the Transferee, and the Transferee purchases, acquires and accepts from the Transferor, with effect as of the Effective Time, all of the Transferred Assets.

*CR J.*



**SCHEDULE 1.1(8)**  
**Intellectual Property Rights**

Trademark	Registration Number	Registration Date
CONVERTER	TMA 526,629	April 17, 2000
DIAMOND WHITE (Design)	TMA 183,297	May 26, 1972
EURO FP	TMA 544,802	May 10, 2001
GRADE MARKER	TMA 544,800	May 10, 2001
HYBRID (Design)	TMA 592,011	October 9, 2003
HYBRID TURKEYS INC. (Design)	TMA 321,894	December 19, 1986

*RM* *F.*