

**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>
Southcorp Brands Pty Limited		11/23/2007	COMPANY: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SEPPELTSFIELD PTY LIMITED		
<b>Street Address:</b>	Lot 52 Penna Lane		
<b>City:</b>	Penwortham via Watervale 5452 SA		
<b>State/Country:</b>	AUSTRALIA		
<b>Entity Type:</b>	COMPANY: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71348095	PARA	
<b>Serial Number:</b>	77254387	SOLERO	
<b>Serial Number:</b>	77255483	TRAFFORD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)293-7860		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-293-7060		
<b>Email:</b>	gkrugman@sughrue.com		
<b>Correspondent Name:</b>	Gary D. Krugman		
<b>Address Line 1:</b>	2100 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	S12220, S12226, S12113		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Gary D. Krugman		
<b>Address Line 1:</b>	2100 Pennsylvania Avenue, NW		

CH \$90.00 71348095

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER:

Gary D. Krugman

Signature:

/Gary D. Krugman/

Date:

01/15/2008

Total Attachments: 3

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SOUTHCORP BRANDS PTY LTD  
ACN 005 156 945

Assignor

SEPPELTSFIELD PTY LTD  
ACN 127 078 228

Assignee

DEED OF ASSIGNMENT OF  
TRADE MARKS

[UNITED STATES OF AMERICA TRADE  
MARKS]

DATED 23 NOVEMBER 2007

DONALDSON WALSH  
Kings Chambers  
320 King William Street  
ADELAIDE SA 5000

TELEPHONE: 8410 2555

REFERENCE: amd/71450

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DEED OF ASSIGNMENT OF TRADE MARKS

[UNITED STATES OF AMERICA TRADE MARKS]

RevenueSA - Stamp Duty - ARN 19 040 349 855 ©
RevNetID/PRA Bundle No: 116913797
Orig/Copy _____ of with _____ copies
Consideration/Value/Security: \$ Nil.
SA Proportion (if applicable): \$ -
SD: \$ _____ LTO Fees: \$ _____
Int: \$ _____ Pen/Add Tax: \$ _____
Signature: _____ Date: 5/12/07

DEED dated 23 NOVEMBER 2007  
BETWEEN:

SOUTHCORP BRANDS PTY LTD ACN 005 156 945 of Level 5, 77 Southbank Boulevard  
Southbank 3006, Victoria, Australia [Assignor];

AND

SEPPELTSFIELD PTY LTD ACN 127 078 228 of Lot 52 Penna Lane, Penwortham via  
Watervale 5452 South Australia [Assignee].

RECITALS:

- A. The Assignor is the registered proprietor of, or applicant for, and beneficial owner of, the trade marks [Trade Marks] described in the Schedule for TRADE MARKS.
- B. Pursuant to the Agreement [Sale Agreement] described in the Schedule for SALE AGREEMENT, the Assignor has sold and the Assignee has purchased, the Trade Marks.
- C. The Assignor and the Assignee have executed this Deed for the assignment by the Assignor to the Assignee of the Trade Marks and of all of the right, title and goodwill of the Assignor in, to and arising from the Trade Marks.

ASSIGNMENT AND CONDITIONS:

1. Assignment of Trade Marks

For the consideration in, and in accordance with the terms of, the Sale Agreement, the Assignor hereby assigns absolutely to the Assignee, which accepts, the Trade Marks and all of the right, title, interest and estate and goodwill of the Assignor in, to and arising from the Trade Marks, and all rights of action for or arising from the Trade Marks, and any infringement of the Trade Marks, on, prior to or after the date of this Deed.

2. Further Documents

The Assignor and the Assignee will sign, execute and deliver all such other documents, assignments or notices as may be reasonably required to complete the assignment of the Trade Marks by the Assignor to the Assignee, and the registration of the Assignee as the proprietor of the Trade Marks.

3. Law and Jurisdiction

The law of this Deed is the law of South Australia and any action between the parties must be taken in a Court in Adelaide, South Australia and the parties submit to the jurisdiction of that Court.

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4. Stamp Duty and Fees

The Assignee will pay, and indemnify the Assignor for, any stamp duty, or registration or other fees, on or in relation to this Deed or the assignment of the Trade Marks by this Deed.

SCHEDULE

TRADE MARKS				
Mark	Status	Class	Application No	Trade Mark No
PARA	Registered	33	71348095	315849
SOLERO	Pending	33	77254387	
TRAFFORD	Pending	33	77255483	

SALE AGREEMENT

Brands Sale Agreement dated 28 August 2007, and Deed of Assignment of Trade Marks and Copyright dated 28 August 2007, between the Assignor and the Assignee.

SIGNED and delivered for and on behalf of the Assignor and the Assignee as a deed.

SIGNED and delivered as a deed for and on behalf of SOUTHCORP BRANDS PTY LTD in accordance with Section 127(1) of the Corporations Act 2001 (Cth) by:

Director

PAUL DAVID CONROY  
Name of Director

R. K. Dudfield

Director/Secretary

ROBERT KEITH DUDFIELD

Name of Director/Secretary

SIGNED and delivered as a deed for and on behalf of SEFFELTSFIELD PTY LTD in accordance with Section 127(2) of the Corporations Act 2001 (Cth) by:

Director

BRUCE BAUDINET  
Name of Director

Nathan Waks

Director/Secretary

NATHAN WAKS  
Name of Director/Secretary