

**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 |
|------------------------------|--|

**CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type                |
|--------------------|----------|----------------|----------------------------|
| DSM IP Assets B.V. |          | 09/15/2008     | LIMITED LIABILITY COMPANY: |

**RECEIVING PARTY DATA**

|                          |                                |
|--------------------------|--------------------------------|
| <b>Name:</b>             | Sapat International Pvt. Ltd.  |
| <b>Street Address:</b>   | 201 TV Industrial Estate 248-A |
| <b>Internal Address:</b> | SK Ahire Marg                  |
| <b>City:</b>             | Worli Mumbai                   |
| <b>State/Country:</b>    | INDIA                          |
| <b>Postal Code:</b>      | 400-030                        |
| <b>Entity Type:</b>      | Private Limited Company:       |

**PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3134055 | CHAI TIME |

**CORRESPONDENCE DATA**

Fax Number: (973)295-1291  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 973-443-3524  
 Email: stroeverw@gtlaw.com  
 Correspondent Name: William Stroever- Greenberg Traurig  
 Address Line 1: 200 Park Avenue  
 Address Line 4: Florham Park, NEW JERSEY 07932

|                                |               |
|--------------------------------|---------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 103163-010100 |
|--------------------------------|---------------|

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

CH \$40.00 3134055

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

William Stroever

Signature:

/William Stroever/

Date:

11/18/2008

Total Attachments: 2

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ASSIGNMENT AGREEMENT OF UNITED STATES TRADEMARK

This Agreement is between DSM IP ASSETS B.V., a Limited Liability Company of the Netherlands having an address of Het Overloon 1 Heerlen, Netherlands 6411 TE (hereinafter "ASSIGNOR"); and SAPAT INTERNATIONAL PVT. LTD., a Private Limited Company of India having an address of 201 TV Industrial Estate 248-A, SK Ahire Marg, Worli Mumbai, India 400-030 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the sole and exclusive owner of U.S. Trademark Registration No. 3,134,055 (hereinafter "Registration") and the CHAI TIME mark covered thereby (collectively hereinafter "Trademark Properties"); and

WHEREAS, ASSIGNOR is in the business (hereinafter "Business") of selling milk and milk products excluding ice cream, ice milk and frozen yogurt; dairy-based beverages; and juice products containing granular tea and/or tea flavor (hereinafter "Products") under the CHAI TIME mark in the United States and/or abroad; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, interest and title of ASSIGNOR in and to said Trademark Properties and the goodwill symbolized thereby as part of said purchase of said Business.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells and assigns to ASSIGNEE, its successors and assigns the entire right, title and interest of ASSIGNOR, in and to said Trademark Properties and the goodwill symbolized thereby, together with all unsatisfied claims for damages by reason of past infringement of said Trademark Properties, with the right to sue for such damages and collect same for its own use and benefit and for the use and benefit of its successors, assigns or other representatives.

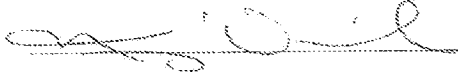
ASSIGNOR shall be entitled to use those promotional materials and collateral bearing the CHAI TIME mark in existence as of the date of this Agreement, for a period of up to twelve (12) months from the effective date of this Agreement. Following such phase out, ASSIGNOR shall not use the CHAI TIME mark, or any other confusingly similar mark, in the United States and/or abroad, in connection with any of the aforesaid Products or any goods related thereto without obtaining ASSIGNEE's prior written consent.

The Trademark is assigned to Assignee "as is" and without any representation or warranty, including but not limited to any representation or warranty of validity or non-infringement.

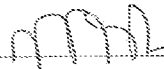
This instrument and all of its terms shall inure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

DSMIP ASSETS B.V.

By:   
Name: Nunzia Varricchio \_\_\_\_\_  
Title: Authorised Signatory \_\_\_\_\_  
Date: September 15<sup>th</sup>, 2008 \_\_\_\_\_

SAPAT INTERNATIONAL PVT. LTD.

By:   
Name: NICHIL JOSHI  
Title: MANAGING DIRECTOR  
Date: September 16<sup>th</sup>, 2008