

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAIRYGOLD CO-OPERATIVE SOCIETY LIMITED		01/16/2009	Industrial and Provident Society: IRELAND
RECEIVING PARTY DATA			
Name:	BREEO BRANDS LIMITED		
Street Address:	Unit 5100, Cork Airport Business Park, Kinsale Road		
City:	Co. Cork		
State/Country:	IRELAND		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3168257	IRISHGOLD	
CORRESPONDENCE DATA			
Fax Number:	(212)382-0888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123820700		
Email:	kbrown@ostrolenk.com		
Correspondent Name:	Ostrolenk Faber Gerb and Soffen, LLP		
Address Line 1:	1180 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	T/259-69(V10785)		
DOMESTIC REPRESENTATIVE			
Name:	Robert C. Faber		
Address Line 1:	1180 Avenue of the Americas		
Address Line 2:	Ostrolenk Faber Gerb Soffen, LLP		
Address Line 4:	New York, NEW YORK 10036		

OP \$40.00 3168257

NAME OF SUBMITTER:	Robert C. Faber
Signature:	/Robert C. Faber/
Date:	01/22/2009
Total Attachments: 6 source=00998456#page1.tif source=00998456#page2.tif source=00998456#page3.tif source=00998456#page4.tif source=00998456#page5.tif source=00998456#page6.tif	

Dated *14* January 2009

(1) **DAIRYGOLD CO-OPERATIVE SOCIETY LIMITED**

(2) **BREEO BRANDS LIMITED**

TRADE MARK ASSIGNMENT - IRISHGOLD

THIS AGREEMENT is made the ^{16th} day of January 2009

BETWEEN

- (1) **DAIRYGOLD CO-OPERATIVE SOCIETY LIMITED**, an Industrial and Provident Society registered in Ireland under number 4621R and having its registered office at Unit 5100, Cork Airport Business Park, Kinsale Road, Co. Cork ("the Society"); and
- (2) **BREEO BRANDS LIMITED**, a company incorporated in Ireland with registered number 439015 and having its registered office at Unit 5100, Cork Airport Business Park, Kinsale Road, Co. Cork ("Breeo Brands").

(each a "Party" and together the "Parties").

RECITALS

- (A) Breeo Brands wishes to acquire and the Society wishes to assign its rights in the registered trade mark identified below in the manner set forth below.
- (B) The Parties confirm that the Trade Mark was inadvertently omitted from list of trade marks transferred, by way of a series of transfers, from the Society ultimately to Breeo Brands as part of the spin-out of certain non-core businesses (including the business of Breeo Brands) from the Society ultimately to Reox Holdings PLC and the purpose of this Agreement is transfer the inadvertently omitted Trade Mark.

In consideration of the sum of €10 (ten euro) now paid by Breeo Brands to the Society (the receipt and sufficiency of which is hereby acknowledged), **IT IS HEREBY AGREED:**

1. Definitions and Interpretation

- 1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

Effective Date means the date hereof, and

Trade Mark means the trade mark registration listed in the Schedule to this Agreement.

- 1.2 In this Agreement and the Recitals:

- (a) Any reference to a statute shall, unless the context otherwise requires, be construed as a reference to that statute as from time to time amended, consolidated, modified, extended, replaced or re-enacted together with any secondary legislation made thereunder as from time to time amended, consolidated, modified, extended, replaced or re-enacted;
- (b) Words such as "hereunder", "hereinafter", "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular section or clause hereof;

- (c) Save as otherwise provided herein, any reference to a section, clause, paragraph or sub-paragraph shall be a reference to a section, clause, paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a clause to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended;
- (d) The Schedule to this Agreement shall form part of and be deemed to be incorporated in this Agreement and the expressions "this Agreement" and "the Agreement" used in the Schedule shall mean this Agreement and any reference to "this Agreement" shall be deemed to include the Schedule;
- (e) Any reference to any document includes that document as amended, replaced or supplemented from time to time;
- (f) Any reference to a "person" includes any person, firm, company, governmental or other legal entity and its successors, personal representatives, heirs and permitted assigns;
- (g) Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa;
- (h) The headings in this Agreement are inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of this Agreement;
- (i) The word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word "include" and its derivatives shall be construed accordingly; and
- (j) Any reference to a day, week, month or year shall be taken as a reference to a calendar day, week, month or year.

2. Assignment

The Society hereby assigns to Breco Brands with effect from the Effective Date all its right, title and interest in or to the Trade Mark, including any goodwill of the Society in the Trade Mark and, to the extent that they are owned by the Society, all statutory and common law rights attaching to the Trade Mark, including the right to sue for past infringement thereof and to retain any damages arising therefrom.

3. Binding Nature

This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

4. **Further Assurance**

Each Party hereby covenants with the other Party that it will, at the reasonable request and reasonable cost and expense of the requesting Party, do all such further acts, deeds and things and execute all such further documents and instruments from time to time necessary or desirable to give full and proper effect to the terms of this Agreement.

5. **Recordal**

Breeo Brands shall, or its advisors or agents on its behalf shall, at its sole expense, apply to record this assignment in the register of Trade Mark in the country or territory in which the Trade Mark are registered and Breeo Brands shall confirm in writing to the Society that it has done so and Breeo Brands shall diligently prosecute this assignment to recordal.

6. **Governing Law**

This Agreement and any disputes or matters arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Ireland. Each of the Parties hereby submits to the exclusive jurisdiction of the Irish Courts save that nothing contained in this Clause 6 shall limit the right of a Party to bring enforcement proceedings in another state on foot of an Irish order or to seek interim, protective or provisional relief in the courts of another state.

IN WITNESS whereof this Agreement has been executed by Breeo Brands and by the Society on the date shown above.

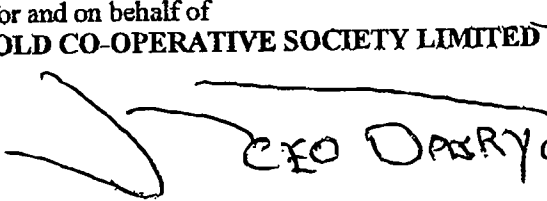
SCHEDULE**The Trade Mark**

Mark	Proprietor	Territory	Status	Regn No	Class
IRISHGOLD	DAIRYGOLD CO-OPERATIVE SOCIETY LIMITED	USA	REGISTERED	316825729	

Executed for and on behalf of
DAIRYGOLD CO-OPERATIVE SOCIETY LIMITED

By:

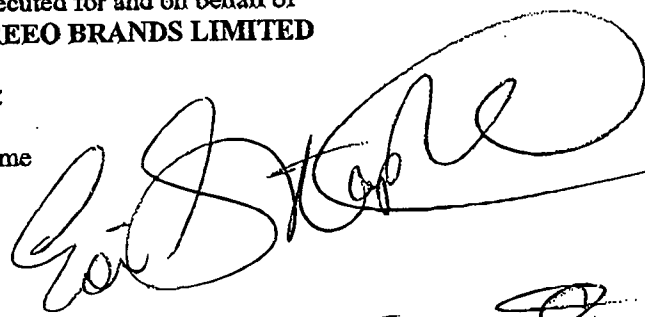
Name

 **JERRY HENCHY**
CEO DAIRYGOLD

Executed for and on behalf of
BREEO BRANDS LIMITED

By:

Name

 **MD BREEO BRANDS LTD.**
16/1 JAN 09