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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	
The Dannon Company, Inc.		12/19/2008	CORPORATION: DELAWARE	

RECEIVING PARTY DATA

Name:	IBE Business Enterprise, AG			
Street Address:	Baarerstrasse 86			
City:	Zug			
State/Country:	SWITZERLAND			
Postal Code:	6300			
Entity Type:	CORPORATION: SWITZERLAND			

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	2563167	LA CREME	
Registration Number:	2759600	OOO-LA-LA CREME	
Registration Number:	3188633	FRUSION	
Registration Number:	3188662	FRUSION	
Registration Number:	3185480	FRUSION	
Registration Number:	3188665	FRUSION	
Registration Number:	3407837		

CORRESPONDENCE DATA

Fax Number: (999)999-9999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

 Phone:
 011.52.55.5095.2031

 Email:
 jmurphy@aml.com.mx

Correspondent Name: John M. Murphy

Address Line 1: 5801 Bob Bullock (Loop 20)

Address Line 2: Building C1-56YI

TRADEMARK REEL: 003948 FRAME: 0539

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Address Line 4: Laredo, TEXAS 78041 ATTORNEY DOCKET NUMBER: 05550.0321 DOMESTIC REPRESENTATIVE Name: John M. Murphy Address Line 1: 5802 Bob Bullock (Loop 20) Address Line 2: Building C1-56YI Address Line 4: Laredo, TEXAS 78041 NAME OF SUBMITTER: John M. Murphy Signature: /John M. Murphy/ 03/09/2009 Date: **Total Attachments: 5** source=Executed US Trademark Assignment#page1.tif source=Executed US Trademark Assignment#page2.tif source=Executed US Trademark Assignment#page3.tif source=Executed US Trademark Assignment#page4.tif

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>") is made and entered into as of this 19th day of December, 2008, by and among THE DANNON COMPANY, INC. ("<u>Assignor</u>"), in favor of IBE BUSINESS ENTERPRISE, AG ("<u>Assignee</u>"), for its benefit. Assignor and Assignee are collectively referred to herein as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, Assignor and Assignee and certain other parties are parties to an Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of December 17, 2008, pursuant to which Assignee has acquired all of Assignor's right, title and interest in and to all of the Transferred Marks (as defined in the Asset Purchase Agreement), including, without limitation, those trademarks listed in Schedule I hereto (all such trademarks referred to collectively as the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

- Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks and all records and files to the extent related thereto, which are delivered to Assignee under the Asset Purchase Agreement, together with the right to sue and recover damages for future, present or past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto.
- 2. <u>Further Assurances</u>. Assignor agrees, at the cost and expense of Assignee, to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.
- 3. <u>No Warranties</u>. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Assigned Trademarks.
- 4. <u>Recordation</u>. The Parties agree that Assignee may record this Assignment in the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.

5. <u>Miscellaneous</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute on and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

> Signature Page Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

By:

Name:
Title:

IBE BUSINESS ENTERPRISE, AG

By:

Name: (lis Vence flice
Title: Pil Ec inc

By:

Name: (lis Vence flice

Title: Pil Ec inc

Signature Page Trademark Assignment

SCHEDULE I

ASSIGNED TRADEMARKS

LA CRÈME

Mark	Country	Reg. No. / Date	Serial No. / Filed	Owner	Status
LA CREME and	U.S.	2,563,167	76/087,958	The Dannon Company,	Registered
design		04/23/2002	07/10/2000	Inc.	_
OOO-LA-LA	U.S.	2,759,600	76/220,046	The Dannon Company,	Registered
CREME		09/02/2003	03/05/2001	Inc.	

FRUSION

Mark	Country	Reg. No. / Date	Serial No. / Filed	Owner	Status
FRUSION	U.S.	3,188,633	78/274,449	The Dannon Company,	Registered
		12/26/2006	07/15/2003	Inc.	
FRUSION	U.S.	3,188,662	78/403,861	The Dannon Company,	Registered
		12/26/2006		Inc.	
FRUSION	U.S.	3,185,480	78/403,861	The Dannon Company,	Registered
		12/19/2006	04/19/2004	Inc.	
FRUSION and design	U.S.	3,185,480	78/412,815	The Dannon Company,	Registered
		12/19/2006	05/04/2004	Inc.	
FRUSION and design	U.S.	3,188,665	78/412,818	The Dannon Company,	Registered
		12/26/2006	05/04/2004	Inc.	
BLENDER DESIGN	U.S.	3,407,837	77/020,033	The Dannon Company,	Registered
		04/08/2008	10/12/2006	Inc.	

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RECORDED: 03/09/2009