

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                         |
|----------------------------------|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>     | LICENSE  |                       |                         |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                         |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>      |
| Lanara Limited                   |  | 06/05/2009            | Limited company: CYPRUS |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | Rubicon Food Products Limited  |                       |                         |
| <b>Street Address:</b>           | 180 Brodie Drive   |                       |                         |
| <b>City:</b>                     | Richmond Hill, Ontario   |                       |                         |
| <b>State/Country:</b>            | CANADA   |                       |                         |
| <b>Postal Code:</b>              | L4B 3KB  |                       |                         |
| <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>      | 2090926  | RUBICON               |                         |
| <b>Registration Number:</b>      | 2602951  | SUN EXOTIC            |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (231)439-3940  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| <b>Phone:</b>                    | 231-439-3939   |                       |                         |
| <b>Email:</b>                    | todd@mstfirm.com   |                       |                         |
| <b>Correspondent Name:</b>       | Oliver E. Todd, Jr.  |                       |                         |
| <b>Address Line 1:</b>           | MacMillan, Sobanski & Todd, LLC  |                       |                         |
| <b>Address Line 2:</b>           | One Maritime Plaza, 5th Floor  |                       |                         |
| <b>Address Line 4:</b>           | Toledo, OHIO 43604   |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 1-4195 / 1-22936   |                       |                         |
| <b>DOMESTIC REPRESENTATIVE</b>   |  |                       |                         |
| <b>Name:</b>                     |  |                       |                         |

CH \$65.00 2090926

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Oliver E. Todd, Jr.

Signature:

/Oliver E. Todd, Jr./

Date:

08/18/2009

Total Attachments: 6

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## L I C E N C E   A G R E E M E N T

THIS AGREEMENT is made this 5<sup>th</sup> day of June 2009

B E T W E E N

*Lanara Limited, a company organised under the laws of the Republic of Cyprus, of City House, 6 Karaiskakis Street, Lymassol CY-3032, Cyprus ("the Licensor"), of the one part*

A N D

*Rubicon Food Products Limited, a Canadian corporation, of 180 Brodie Drive, Richmond Hill, Ontario, L4B 3KB, Canada (the Licensee"), of the other part.*

W H E R E A S

- A. *The Licensor is the beneficial proprietor of Canadian and US trade marks as set out in the Schedule hereto and aims to adopt additional trade marks for use in Canada and the USA ("the Marks");*
  
- B. *The Licensee is already using some of the Marks or any of them in Canada and the USA ("the Territory") under licence from the Licensor's predecessor in business and is now desirous of formalising such use by way of a licence from the Licensor to use the Marks in respect of all the goods or any of them in respect of which the Marks are or become registered ("the Goods");*

*C. The Licensor is willing to grant such a licence;*

*NOW THIS AGREEMENT WITNESSETH as follows:*

- 1. In consideration of the premises and subject to the terms and conditions hereinafter contained, the Licensor hereby grants unto the Licensee a non-exclusive licence to use in the Territory in relation to the Goods the Marks, or modifications or variations thereof insufficient to alter the character thereof, including the right to grant sub-licences to businesses approved by the Licensor.*
- 2. In further consideration, the licence granted hereby shall attract royalty payments as may be agreed from time to time, no royalty payments being due during the first year of this Agreement from the date hereof, whereafter the royalty payments may be reviewed annually to become effective from the anniversary date hereof.*
- 3. The Licensee shall assume responsibility for observing the laws and regulations appertaining to the Goods in the Territory.*
- 4. The Marks or any of them shall be used in relation to the Goods in a manner to be agreed from time to time and always in a get-up or distinguishing guise as approved by the Licensor. In particular, the Licensee shall not use the Marks or any of them in a manner that might lead the public or trade to be confused or misled or in a manner that could jeopardise the registrations of the Marks or in any manner that could prove detrimental to the good repute of the Marks.*
- 5. Unless they have been procured from the Licensor or other licensees thereof, the Licensee shall produce the Goods, or have them produced by sub-contractors approved by the Licensor, to specifications and quality standards approved by the Licensor, shall permit the Licensor to inspect production or procure inspection of the*

*Goods or any of them, shall on request supply the Licensor with samples of the Goods, their labelling and their packaging, shall obtain approval from the Licensor for the contents of publicity material appertaining to the Goods and shall do all such other things as may be required by the Licensor to maintain the strength of the Marks.*

- 6. The Licensee shall not, whether in the Territory or elsewhere, apply the Marks or confusingly similar marks to the goods of competitors or use the Marks in relation thereto nor permit others so to do unless specifically authorised by the Licensor. For the avoidance of doubt, the expression "goods of competitors" used herein excludes goods which are produced by other licensees of the Licensor or which are supplied by the Licensor or other licensees of the Licensor.*
- 7. The licence granted hereby shall be without limit of time.*
- 8. The licence granted hereby is personal to the Licensee and shall be transferable only as part of the sale of the Licensee's business.*
- 9. The Licensor warrants that it is the sole beneficial owner of the Marks and has the right, title and authority to enter into this Agreement.*
- 10. The Licensee shall advise the Licensor of any event affecting the Marks or any of them in the Territory and shall use its best endeavours to assist the Licensor in the protection, defence and enforcement thereof in the Territory at the Licensor's discretion. In addition, the Licensee has the right to pursue infringements of the Marks or any of them in the Territory in its own name, at its own expense and for its own benefit without participation of the Licensor but with its prior approval.*
- 11. Upon request, the Licensee shall reimburse the Licensor for the costs incurred in preparing this Agreement and having it recorded at the appropriate registry where and when necessary or desirable.*

12. *It is recognised and acknowledged by the Licensee that the Marks and the goodwill therein inure to the benefit of the Licensor and that the Marks, common law rights subsisting therein as well as registrations thereof remain the property of the Licensor alone.*
13. *This Agreement may be determined prematurely upon breach by the Licensee of any condition herein and failure to rectify same within thirty days of being called upon to do so , or forthwith upon the Licensee becoming insolvent or going into liquidation or receivership or otherwise being dissolved or wound up or making arrangements with its creditors or upon the occurrence of any other circumstance that prevents the effective performance of the licence granted hereby.*
14. *This Agreement may be determined upon either party giving three months' notice in writing to the other.*
15. *Determination of this Agreement for any reason shall be without prejudice to the accrued rights of either party against the other.*
16. *The Licensee undertakes that, upon determination of this Agreement, the Licensee shall, unless otherwise agreed with the Licensor in writing, forthwith cease and desist from using the Marks or any of them within or outside the Territory.*
17. *Upon giving three months' written notice to the Licensee, the Licensor may curtail the Territory to Canada alone or to a certain province or to certain provinces of Canada, with or without one or more State of the USA, whereupon the terms and conditions herein shall remain effective mutatis mutandis for the curtailed territory.*
18. *The invalidity of any clause herein shall not invalidate any of the unaffected clauses.*

19. This Agreement shall be governed by and construed under the laws of England and the parties hereto shall for this purpose submit to the exclusive jurisdiction of the Courts of England.

**SCHEDULE** hereinbefore referred to

**Canadian Trade Marks**

|           |                              |                 |
|-----------|------------------------------|-----------------|
| Ref. 1196 | Registration No. TMA 319,493 | RUBICON         |
| Ref. 8610 | Registration No. TMA697,318  | SUN EXOTIC logo |
| Ref. 9296 | Application No. 1,397,539    | SUN EXOTIC      |

**US Trade Marks**

|           |                            |            |
|-----------|----------------------------|------------|
| Ref. 4259 | Registration No. 2,090,926 | RUBICON    |
| Ref. 6700 | Registration No. 2,602,951 | SUN EXOTIC |

**Unregistered Trade Marks in Canada and the USA**

(a) Rubicon & hummingbird & swirl logo



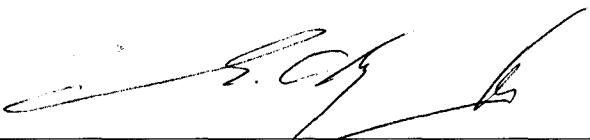
(b) *Sun Exotic & swirl logo:*



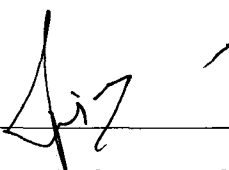
(c) *The distinctive trade mark matter, either severally or collectively, including colourings and illustrations, appearing in print on the packagings and cans or any of them for the beverages marketed by the Licensor.*

*IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.*

*For and on behalf of Lanara Limited*

  
\_\_\_\_\_  
*George Myrants  
Executive Manager*

*For and on behalf of Rubicon Food Products Limited*

  
\_\_\_\_\_  
*Rajesh Bhagat, Authorised Signatory*