

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sublicense		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diehl Food Ingredients, Inc.		07/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kerry Group Services International Limited		
Street Address:	Prince's Street		
Internal Address:	County Kerry		
City:	Tralee		
State/Country:	IRELAND		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1349782	RICHMIX	
Registration Number:	1302918	TEMTEX	
CORRESPONDENCE DATA			
Fax Number:	(815)654-5770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	815-633-5300		
Email:	rockmail@reinhardt.com		
Correspondent Name:	Jeffery J. Makeever		
Address Line 1:	2215 PERRYGREEN WAY		
Address Line 2:	Reinhart Boerner Van Deuren P.C.		
Address Line 4:	Rockford, ILLINOIS 61107		
ATTORNEY DOCKET NUMBER:	507541 AND 507542		
DOMESTIC REPRESENTATIVE			
Name:	Suzanne Anderson, Senior Counsel		

CH \$65.00 1349782

Address Line 1: 3330 Millington Road
Address Line 2: Kerry Ingredients & Flavours
Address Line 4: Beloit, WISCONSIN 53511

NAME OF SUBMITTER:	Jeffery J. Makeever
--------------------	---------------------

Signature:	/Jeffery J. Makeever/
------------	-----------------------

Date:	08/24/2009
-------	------------

Total Attachments: 7

source=Trademark Sublicense Agreement (2)#page1.tif
source=Trademark Sublicense Agreement (2)#page2.tif
source=Trademark Sublicense Agreement (2)#page3.tif
source=Trademark Sublicense Agreement (2)#page4.tif
source=Trademark Sublicense Agreement (2)#page5.tif
source=Trademark Sublicense Agreement (2)#page6.tif
source=Trademark Sublicense Agreement (2)#page7.tif

**TRADEMARK SUBLICENSE
BETWEEN
DIEHL FOOD INGREDIENTS, INC. AND
KERRY GROUP SERVICES INTERNATIONAL LIMITED**

This Trademark Sublicense ("Agreement") is between **DIEHL FOOD INGREDIENTS, INC.** a Delaware corporation ("Seller") and **KERRY GROUP SERVICES INTERNATIONAL LIMITED**, a Republic of Ireland corporation ("KGSI"), and shall be effective as of 11:59 p.m. on July 1, 2009 (the "Effective Date").

WHEREAS, Seller, KGSI and Kerry Inc., a Delaware corporation ("Kerry") have entered into an Asset Purchase Agreement effective as of 11:59 p.m. on June 28, 2009 ("APA") whereby Kerry and KGSI have purchased certain assets from Seller;

WHEREAS, the APA requires Seller to sublicense certain intellectual property to KGSI as further set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**

- 1.1. Capitalized terms used herein and not otherwise defined herein will have the meanings given such terms in the APA.
- 1.2. "Field of Use" shall mean the retail food and foodservice channel(s).
- 1.3. "Trademarks" shall mean U.S. Registration No. 1,349,782 for the mark RICHMIX® and U.S. Registration No. 1,302,918 for the mark TEMTEX®
- 1.4. "Territory" shall mean the United States, including its territories.

2. **Trademark Sublicense to KGSI**

- 2.1. **Trademark Sublicense.** Seller hereby grants to KGSI, upon the terms and conditions set forth in this Agreement, a paid up, royalty-free, exclusive, transferable, right and sublicense (with a right to sublicense), in and to the Trademarks in the Territory in the Field of Use to be used in connection with the Retail Business (the "Trademark License").
- 2.2. **Maintenance of Reputation and Quality.**
 - 2.2.1 KGSI agrees that the nature and quality of all goods and services sold by KGSI under the Trademarks, and all related presentation, advertisement, promotion, and sale, shall conform to the standards set by Seller and be under Seller's control.

2.2.2 KGSI acknowledges that it is an essential condition of this Agreement to protect the high reputation enjoyed by Seller and the Trademarks' owner and by the Trademarks, and that the goods and services sold, promoted, or advertised in association with the Trademarks shall be of high and consistent quality, subject to the approval and continuing supervision and control of Seller, and shall be marketed and sold in such a way as to be not inconsistent with or detrimental to the market position, reputation or goodwill of Seller, the Trademarks' owner and their respective products. KGSI shall use the Trademarks only in the form and manner and with such legends as Seller may prescribe.

2.3. Rights in the Trademarks. KGSI acknowledges Seller's right and interest in and to the Trademarks and the goodwill of the business in connection with which the Trademarks are used and that all use of the Trademarks licensed hereunder inures to the benefit of Seller or the Trademarks' owner. KGSI shall not at any time cause to be done any act or thing contesting, challenging, impugning, attacking, diluting, impairing, or otherwise injuring any part of such right and interest. No right, title, or interest, except the sublicense granted by this Trademark License, is licensed to KGSI. Upon termination of this Trademark License, KGSI shall cease all use of the Trademarks and shall assign, transfer and convey to Seller all trademark rights, service marks, equities, goodwill, titles or other rights, titles and interests in and to the Trademarks which may have been obtained by KGSI or which may have vested in KGSI as a result of its activities under this Trademark License.

3. Further Documentation. Each party shall execute, acknowledge, and deliver to the other party, or shall cause the execution, acknowledgment, and delivery to the other party of such further documents and instruments as either party shall deem necessary to effect the intent and purpose of this Agreement.

4. Protection of KGSI's Rights.

4.1. Should KGSI become aware of any infringement or misappropriation of the Trademarks ("Infringement") by others of any part of the Trademarks, KGSI shall give prompt written notice thereof to Seller. Seller, at its sole discretion and sole cost, may commence and prosecute any claims or suits in its own name or the name of KGSI, or join KGSI as a party thereof, but it is understood and agreed that Seller is under no obligation whatsoever to institute suit or take any action on account of such Infringement. KGSI shall cooperate with Seller as requested by Seller and in such case, Seller will reimburse KGSI's reasonable attorney's fees and costs. Any settlement payment or court-awarded monetary amounts, with the sole exception of reimbursement for KGSI's reasonable attorney's fees and costs, shall belong solely to Seller. Notwithstanding the foregoing, if Seller does not commence or prosecute any Infringement claims or suits within 60 days after receiving written notice from KGSI of Infringement by others, then KGSI, at its sole discretion and sole cost, may commence and prosecute any claims or suits in its own name or the name of Seller, or join Seller as a party thereof, but it is

understood and agreed that KGSI is under no obligation whatsoever to institute suit or take any action on account of such Infringement. Seller shall cooperate with KGSI as requested by KGSI and in such case, KGSI will reimburse Seller's reasonable attorney's fees and costs. Any settlement payment or court-awarded monetary amounts, with the sole exception of reimbursement for Seller's reasonable attorney's fees and costs, shall belong to KGSI.

4.2. In the event any Infringement claim or action shall be brought against Seller and/or KGSI alleging that any part of the Trademarks infringes or misappropriates any third party's intellectual property, Seller shall have the sole right and the obligation to take control of any such action and shall indemnify and defend KGSI, including but not limited to defending or settling any such claim or action, and KGSI expressly agrees that it will not settle or take any action in connection with such claim or action without the prior written consent of Seller. KGSI shall cooperate with Seller as requested by Seller and in such case, Seller will reimburse KGSI's reasonable attorney's fees and costs.

5. Indemnification. KGSI shall indemnify, defend, and hold harmless Seller and its affiliated companies and their respective agents, officers, directors, and employees from and against any and all losses, actions, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for which they or any of them become liable or may incur or be compelled to pay to the extent arising out of any third party actions or claims arising out of KGSI's failure to comply with this Agreement or KGSI's use of the Trademarks outside the Territory, but excluding any claims to the extent based upon the use of the Trademarks by KGSI in strict accordance with the terms of this Agreement. Seller shall provide prompt notice to KGSI of any such claim or suit. In the event Seller is named as a party to any action or proceeding based on any alleged defects in KGSI's goods or services upon which the Trademarks are used, Seller may tender the action or proceeding to KGSI and KGSI will accept such tender.

6. Termination

6.1. Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of 20 years (the "Initial Term"). Thereafter, this Agreement shall automatically renew for four (4) additional 20-year terms (each a "Renewal Term") unless KGSI gives Seller written notice of its intention not to renew the Agreement, which notice shall be given at least 30 days prior to the expiration of the Initial Term or Renewal Term, as applicable. The Initial Term and any and all Renewal Terms shall collectively be referred to as the "Term".

6.2. Termination

6.2.1 Breach. This Agreement may be terminated, in whole or in part, at any time by either party upon notice in the event that the other party materially breaches the Agreement, and such breach remains uncured for at least 30 days after the non-breaching party gives written notice of such breach to the other party.

6.2.2 Cessation of Operations. In the event that KGSI (or its assignee or sublicensee, as applicable) ceases operations, all rights acquired by KGSI (or its assignee or sublicensee, as applicable) hereunder shall terminate; provided, however, that Seller shall accept an assignment and an assumption of KGSI's sublicenses from the then existing sublicensees, whereupon Seller shall assume all of the obligations of KGSI as sublicensor under such sublicenses arising on and after the date on which it accepts such assignment.

6.3. Consequences of Termination. Upon termination of the Trademark License, in whole or in part, all rights granted to KGSI hereunder with respect to the Trademark License or part of the same shall cease and KGSI shall refrain from further use of the Trademarks licensed under the Trademark License or part of the same. Upon any termination of this Agreement, any and all terms and conditions of this Agreement which expressly or by their nature are intended to survive such termination or expiration will remain in full force and effect, including without limitation Sections 1, 2.3, 3, 4, 5, 6.3 and 7 hereof.

7. Miscellaneous

7.1. Extraterritorial Use. The Trademark License shall only apply to the Territory, and Seller does not represent or warrant to KGSI that it has any rights to use the Trademarks outside the Territory. Nevertheless, Seller agrees that it shall not object to KGSI's use of the Trademarks outside the Territory and shall not seek to enforce any of its rights against KGSI for use of the Trademarks outside the Territory; provided, such use otherwise conforms to this Section and the substantive terms of this Agreement.

7.1.1 Prior to any use of the Trademarks by KGSI outside of the Territory, KGSI must send a written request to Seller requesting use of the Trademarks outside of the Territory and if Seller requires the filing of a new application to register the Trademarks in such country or territory, KGSI shall bear all expenses related to such filings.

- 7.2. Waiver. The waiver by a party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances.
- 7.3. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, (i) Seller acknowledges and agrees that KGSI may sublicense its rights to the Trademarks to Kerry without further written consent from Seller, (ii) either party may, upon written notice to the other party, assign this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets or equity interests, (iii) KGSI may, upon written notice to Seller, assign this Agreement to a third party purchaser of all or a portion of the Retail Business (as defined in the APA), and (iv) Seller may assign this Agreement to the Trademarks' owner in connection with a sale of the Trademarks, so long as any such assignment (a) is subject to this Agreement, and (b) requires that the Trademark License continue and will do so on a royalty-free basis. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and their respective successors and assigns.
- 7.4. Governing Law. This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles.
- 7.5. Notices. All notices required or permitted to be given under this Agreement shall be effective when given in writing, with reference to this Agreement and when (a) delivered personally; (b) sent by confirmed email or facsimile, (c) five days after having been sent by United States mail, registered or certified, return receipt requested, postage prepaid; or (d) two days after deposit with a commercial overnight carrier, with written verification of receipt. All communications shall be sent to the applicable party's address set forth below or to such other address as may be designated by written notice.

To Seller: Diehl Food Ingredients, Inc.
c/o PCI Company
231 Rock Industrial Park Drive
Bridgeton, Missouri 63044
Attention: Charles Nicolais
Fax No.: 314-291-3523

To KGSI: Kerry Group Services International Ltd.
Prince's Street
Tralee
County Kerry, Ireland
Attention: Padraic Coughlin
Fax No.: 353 66 7182967

With a copy to: Kerry Group Services International Ltd.
Prince's Street
Tralee
County Kerry, Ireland
Attention: Gavin Caplis
Fax No.: 353 66 7182967

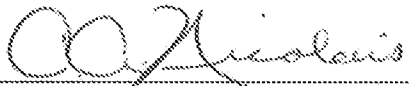
Kerry Inc.
3330 Millington Road
Beloit, Wisconsin 53511
Attention: Suzanne K. Anderson
Fax No.: 608-363-3759

- 7.6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by a writing signed by authorized representatives of the parties.
- 7.7. Headings. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

DIEHL FOOD INGREDIENTS, INC.

**KERRY GROUP SERVICES
INTERNATIONAL LIMITED**

By: 

By: _____

Name: Charles A. Nicolais

Name: _____

Title: PRESIDENT

Title: _____

To KGSI: Kerry Group Services International Limited
Prince's Street
Tralee
County Kerry, Ireland
Attention: Padraic Coughlin
Fax No.: 353 66 7182967

With a copy to: Kerry Group Services International Limited
Prince's Street
Tralee
County Kerry, Ireland
Attention: Gavin Caplis
Fax No.: 353 66 7182967

Kerry Inc.
3330 Millington Road
Beloit, Wisconsin 53511
Attention: Suzanne K. Anderson
Fax No.: 608-363-3759


- 7.6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by a writing signed by authorized representatives of the parties.
- 7.7. Headings. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

DIEHL FOOD INGREDIENTS, INC.

**KERRY GROUP SERVICES
INTERNATIONAL LIMITED**

By: _____

By:  _____

Name: _____

Name: Gerard Behan _____

Title: _____

Title: Authorized Representative _____