

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
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1319605	RICHTEX	
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@reinhardtllaw.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:	507540		
DOMESTIC REPRESENTATIVE			
Name:	Suzanne Anderson, Senior Counsel		
Address Line 1:	3330 Millington Road		
Address Line 2:	Kerry Ingredients & Flavours		

CH \$40.00 1319605

900141690

TRADEMARK
REEL: 004052 FRAME: 0043

Address Line 4: Beloit, WISCONSIN 53511

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

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

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

Total Attachments: 4

source=Trademark Assignment Agreement (2)#page1.tif

source=Trademark Assignment Agreement (2)#page2.tif

source=Trademark Assignment Agreement (2)#page3.tif

source=Trademark Assignment Agreement (2)#page4.tif

TRADEMARK ASSIGNMENT

This Trademarks Assignment ("Agreement") is between **Diehl Food Ingredients, Inc.** ("Diehl"), a Delaware corporation with its principal offices located at 24 N. Clinton Street, Defiance, Ohio 43512, and **Kerry Group Services International Limited**, a Republic of Ireland corporation (the "Company") with its principal offices located at Prince's Street, Tralee, County Kerry, Ireland, and shall be effective as of 11:59 p.m. on July 1, 2009 (the "Effective Date").

WHEREAS, Diehl and the Company have entered into an Asset Purchase Agreement (the "APA") effective as of 11:59 p.m. on June 28, 2009; and

WHEREAS, the APA requires Diehl to assign certain trademarks to the Company 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. "Trademarks" shall mean trademarks identified on Exhibit A hereto.

2. Patent Assignment. Diehl hereby grants, assigns, transfers, and conveys to the Company and its successors in interest, all right, title and interest in and to the Trademarks and the goodwill therein symbolized by said Trademarks and registrations and applications thereof, whether now existing or hereafter arising or acquired, including all common-law and other rights in said Trademarks, all claims, demands and causes of action, both at law and in equity, that Diehl may have or may hereinafter acquire on account of any infringement of said Trademarks prior to the date hereof, and does hereby empower the Company and its successor in interest to sue for and collect the same, to its and their own absolute use.

3. Company's Obligations. The Company hereby assumes the obligation and agrees to prosecute and maintain the Trademarks.

4. Further Documentation. Each Party shall execute, acknowledge, and deliver to the other Party, or shall cause the execution, acknowledgement, 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.

5. Miscellaneous

5.1. 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.

5.2. 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 Delaware, without regard to its conflicts of law principles.

5.3. 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.

5.4. 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

5.1. 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.

5.2. 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 Delaware, without regard to its conflicts of law principles.

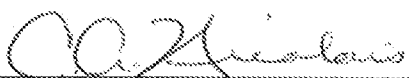
5.3. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and may be amended only by a writing signed by authorized representatives of the Parties.

5.4. 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 INTERNATIONAL
LIMITED**

By: 

By: _____

Name: Graeme A. Nicolson

Name: _____

Title: PRESIDENT

Title: _____

EXHIBIT A
TO
TRADEMARKS ASSIGNMENT

TRADEMARKS

Richtex® -- USPTO Registration number 1,319,605