

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dairy Crest Limited		02/04/2010	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wexford Creamery Limited		
<b>Street Address:</b>	70 St John's Rogerson's Quay		
<b>City:</b>	Dublin 2		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	COMPANY: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3535734	WEXFORD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-607-3500		
<b>Email:</b>	trademarkdnvr@faegre.com		
<b>Correspondent Name:</b>	Leslie P. Kramer		
<b>Address Line 1:</b>	1700 Lincoln Street		
<b>Address Line 2:</b>	3200 Wells Fargo Center		
<b>Address Line 4:</b>	Denver, COLORADO 80203-4532		
<b>ATTORNEY DOCKET NUMBER:</b>	79100-341268		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Leslie P. Kramer c/o Faegre & Benson LLP		
<b>Address Line 1:</b>	1700 Lincoln Street		
<b>Address Line 2:</b>	3200 Wells Fargo Center		

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**900165017**

**TRADEMARK  
 REEL: 004227 FRAME: 0941**

Address Line 4: Denver, COLORADO 80230-4532

NAME OF SUBMITTER:

Leslie P. Kramer

Signature:

/Leslie P. Kramer/

Date:

06/18/2010

Total Attachments: 5

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**DATED**

4 FEBRUARY 2010

**TRADE MARK ASSIGNMENT**

between

**DAIRY CREST LIMITED**

and

**WEXFORD CREAMERY LIMITED**

This agreement is dated 4 FEBRUARY 2010

**PARTIES**

- (1) DAIRY CREST LIMITED incorporated and registered in England and Wales with company number 02085882 whose registered office is at Claygate House, Littleworth Road, Esher, Surrey, KT10 9PN (**Assignor**).
- (2) WEXFORD CREAMERY LIMITED a company registered in Ireland under number 20667 and whose registered office is at 70 St John's Rogerson's Quay, Dublin 2

**BACKGROUND**

- (A) The Assignor is the owner of the registered trade marks listed in the Schedule (**Trade Marks**).
- (B) The Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.

**AGREED TERMS**

**1. ASSIGNMENT**

In consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks and all and any rights in and to the Trade Marks, including any common law rights and all the goodwill attaching to the Trade Marks.

**2. PROCEEDINGS**

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee or by or against any third party in relation to the Trade Marks. The Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

3. **FURTHER ASSURANCE**

The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

4. **GOVERNING LAW AND JURISDICTION**

4.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

4.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

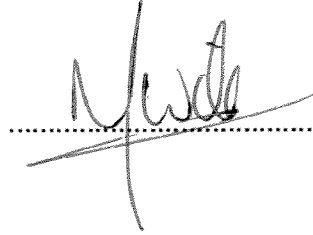
This agreement has been entered into on the date stated at the beginning of this agreement.

**Schedule Trade Marks**

**Part 1. Registered Trade Marks**


<b>Country</b>	<b>Class</b>	<b>Mark</b>	<b>No.</b>
United Kingdom	29	HOOK OR BY CROOK	2491176
European Community	29,30,41	HOOK OR BY CROOK	7402035
European Community	29,30,41	HOOK OR BY CROOKE	8126708
United States of America	29	WEXFORD	3535734

Signed by MARTYN WILKS for and on behalf of **DAIRY CREST LIMITED**



A handwritten signature in black ink, appearing to read 'M Wilks', is written over a horizontal dotted line. A long horizontal stroke extends from the end of the signature across the line.

Signed by EAMON MURPHY on behalf of **WEXFORD CREAMERY LIMITED**



A handwritten signature in black ink, appearing to read 'Eamon Murphy', is written over a horizontal dotted line.

MANAGING DIRECTOR