

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
Australis Foods Pty Ltd		10/28/2010	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Lupin Ltd		
Street Address:	Laxmi Towers, 'B' Wing		
Internal Address:	7th Floor, Bandra Kurla Complex		
City:	Mumbai		
State/Country:	INDIA		
Postal Code:	400 051		
Entity Type:	CORPORATION: INDIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3738119	LUPIN8	
CORRESPONDENCE DATA			
Fax Number:	(410)752-2046		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(443) 927-2118		
Email:	vperos@tandllaw.com		
Correspondent Name:	Vasilios Peros		
Address Line 1:	Thomas & Libowitz, P.A.		
Address Line 2:	100 Light St., Ste. 1100		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	101706.003		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$40.00 3738119

900177191

**TRADEMARK
 REEL: 004412 FRAME: 0809**

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

NAME OF SUBMITTER:	Vasilios Peros
Signature:	/Vasilios Peros/
Date:	11/11/2010

Total Attachments: 2
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made by **AUSTRALIS FOODS PTY LTD**, a corporation organized under the laws of Australia, whose address is Level 13, 200 Queen Street, Melbourne VIC, 3000 Australia (the "Assignor"), to **LUPIN LTD**, a corporation organized under the laws of India, having offices at Laxmi Towers, 'B' Wing, 7th Floor, Bandra Kurla Complex, Mumbai 400 051, India (the "Assignee").

WHEREAS, the Assignor is the owner of the LUPIN8 (and design) mark, United States Trademark Registration No. 3,738,119 registered on January 12, 2010 (the "Trademark"); and

WHEREAS, the Assignor, the Assignee and certain other parties have entered into a Purchase Agreement of even date hereof pursuant to which the Assignee shall purchase certain assets of the Assignor, including without limitation, the Trademark and the goodwill of the business associated therein.

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

1. The Assignor hereby irrevocably sells, assigns, transfers and conveys as of the date written below, to the Assignee, its successors and assigns, all right, title and interest in and to the Trademark, and all renewals and extensions thereof; any and all goodwill of the business symbolized by and associated with the Trademark; and any and all proceeds thereof, including without limitation, any claims by the Assignor against third parties for infringement of the Trademark, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same could have been held and enjoyed by the Assignor had this Assignment not been made.
2. The Assignor further assigns to the Assignee all rights to sue and receive all damages accruing from the past infringements of the Trademark, and the goodwill of the business symbolized by and associated therein, as herein assigned.
3. The Assignor, without further consideration, shall take such actions, including without limitation, the execution, acknowledgment and delivery of documents, as may reasonably be requested by the Assignee to further effect the transactions contemplated herein.
4. This Assignment does not, nor shall it be deemed to, supersede, extinguish or merge any of the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement, including without limitation, all representations, warranties, covenants, agreements and indemnities therein made, all of which are incorporated herein by reference, and which provisions shall remain in full force and effect as provided therein.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.


EXECUTION COPY

IN WITNESS WHEREOF, the Assignor has executed this Assignment on this 28th day of October, 2010.

WITNESS:

Kimberly Ann All

AUSTRALIS FOODS PTY LTD

By:  (SEAL)
Neil M. Page
CEO

State
PROVINCE OF Washington
City of Seattle

I HEREBY CERTIFY that on October 28th, 2010, before me, a Notary Public of the ~~Province of~~ ^{city/state} Seattle, Washington ~~Australia~~, personally appeared Neil M. Page, who acknowledged himself to be the CEO of Australis Foods Pty Ltd (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

Kimberly Ann All
Notary Public
My Commission Expires: 5/20/2013



[Signature page to Trademark Assignment]