

# 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
CARGILL MEAT SOLUTIONS CORPORATION		09/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TEYS AUSTRALIA SOUTHERN PROPERTY PTY LTD.		
Street Address:	112-148 LOGAN RIVER ROAD		
City:	HOLMVIEW QUEENSLAND		
State/Country:	AUSTRALIA		
Postal Code:	4207		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85160314	RIVERINE BLACK ANGUS BEEF	
Serial Number:	77772570	AUSTRALIAN GRASSFED PREMIUM BEEF	
Registration Number:	3581213	RIVERINE PREMIUM BEEF	
CORRESPONDENCE DATA			
Fax Number:	(843)577-7708		
Phone:	8435777700		
Email:	bckillough@charleston.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	B. Craig Killough		
Address Line 1:	885 Island Park Drive		
Address Line 4:	Charleston, SOUTH CAROLINA 29492		
ATTORNEY DOCKET NUMBER:	2853.016		

DOMESTIC REPRESENTATIVE

900207337

TRADEMARK  
REEL: 004661 FRAME: 0932

OP \$90.00 85160314

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

B. CRAIG KILLOUGH

Signature:

/B. CRAIG KILLOUGH/

Date:

11/17/2011

Total Attachments: 12

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# MALLESONS STEPHEN JAQUES

## Trade Mark Assignment

Dated 2 September 2011

Cargill Meat Solutions Corporation ("CMS")  
Cargill Australia Limited ("Cargill")  
Teys Australia Southern Property Pty Ltd ("NewCo")

**Mallesons Stephen Jaques**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
[www.mallesons.com](http://www.mallesons.com)

# Trade Mark Assignment

## Contents

<b>Details</b>	<b>United States of America</b>	<b>1</b>
<b>General terms</b>		<b>3</b>
<b>1</b>	<b>Interpretation</b>	<b>3</b>
1.1	Definitions	3
1.2	Headings	3
1.3	Inconsistent deed	3
<b>2</b>	<b>Assignment</b>	<b>4</b>
2.1	Assignment from CMS	4
2.2	Assignment from Cargill	4
2.3	Assignment of trade mark applications	4
<b>3</b>	<b>Counterparts</b>	<b>5</b>
<b>Schedule</b>		<b>6</b>
<b>Part A - CMS Trade Mark</b>		<b>6</b>
<b>Signing page</b>		<b>8</b>

# Trade Mark Assignment

Details

United States of America

Parties	Assignor and Assignee	
Assignor	Name	Cargill Meat Solutions Corporation, a Delaware corporation
	Address	151 North Main Wichita Kansas 67202 UNITED STATES OF AMERICA
	Telephone	+1 316 291 3430
	Fax	+1 952 404 6348
	Attention	Vice President, Law
	Email	Jeffrey_Johnson@cargill.com
Assignor	Name	Cargill Australia Limited
	ACN	004 684 173
	Address	Level 11 28 Freshwater Place Southbank Victoria 3006 AUSTRALIA
	Telephone	+61 3 9268 7200
	Fax	+61 3 9867 8774
	Attention	The Directors
Assignee	Name	Jeffrey_Johnson@cargill.com
	ACN	
	Address	
	Telephone	
	Fax	
	Attention	
Assignee	Name	Teys Australia Southern Property Pty Ltd
	ACN	151 609 200
	Address	112-148 Logan River Road Holmview Queensland 4207 AUSTRALIA
	Telephone	+61 7 3287 2188
	Fax	+61 7 3808 0003
	Attention	The Directors

Email                      kirstyj@teysbros.com.au

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**Governing law**    New South Wales

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**Date of deed**      See Signing page

# Trade Mark Assignment

## General terms

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### 1 Interpretation

#### 1.1 Definitions

Capitalised terms that are used but not defined in this deed have the meaning given to such terms in the Teys Bros Acquisition Agreement.

The following meanings apply unless the contrary intention appears:

**Completion** has the meaning given to this term in the Teys Bros Acquisition Agreement.

**Details** means the section in this agreement headed "Details".

**GST** means a goods and services or similar tax imposed in Australia.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**Shareholders** has the meaning given to this term in the Shareholders Agreement.

**Shareholders Agreement** means the shareholders agreement entered into between Cargill and Teys Investments Pty Ltd (ACN 009 868 900) governing their relationship as shareholders in Teys Bros and to which Teys Bros is also a party, dated 29 June 2011.

**Tey's Bros Acquisition Agreement** means the agreement entered into between Cargill, Teys Bros, NewCo and Teys Bros (Management) Pty Ltd and dated on or around the date of this deed.

**Tey's Bros Acquisition Completion Date** has the meaning given to this term in the Teys Bros Acquisition Agreement.

**Tey's Bros** means Teys Australia Pty Ltd (ACN 009 872 600) (formerly, Teys Bros (Holdings) Pty Ltd).

**Trade Marks** means the trade marks set out in the Schedule.

#### 1.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

#### 1.3 Inconsistent deed

If a provision of this deed is inconsistent with:

- (a) a provision of the Teys Bros Acquisition Agreement, the provision of the Teys Bros Acquisition Agreement prevails; and
- (b) a provision of the Shareholders Agreement, the provision of the Shareholders Agreement prevails.

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## **2 Assignment**

### **2.1 Assignment from CMS**

Subject to clause 2.3, CMS assigns to NewCo all of its right, title and interest in and to the Trade Marks set out in Part A of the Schedule, including:

- (a) all of CMS' right, title and interest in respect of the trade mark registrations and applications for registration of the Trade Marks set out in Part A of the Schedule; and
- (b) all right, title and interest in respect of any trade mark registrations which may subsequently be obtained in respect of the Trade Marks,

in the jurisdiction(s) specified for each Trade Mark in Part A of the Schedule, with effect from the Teys Bros Acquisition Completion Date.

### **2.2 Assignment from Cargill**

Subject to clause 2.3, Cargill assigns to NewCo all of its right, title and interest in and to the Trade Marks set out in Part B of the Schedule, including:

- (a) all of Cargill's right, title and interest in respect of the trade mark registrations and applications for registration of the Trade Marks set out in Part B of the Schedule; and
- (b) all right, title and interest in respect of any trade mark registrations which may subsequently be obtained in respect of the Trade Marks,

in the jurisdiction(s) specified for each Trade Mark in Part B of the Schedule, with effect from the Teys Bros Acquisition Completion Date.

### **2.3 Assignment of trade mark applications**

- (a) Where a Trade Mark is the subject of an application for registration and that Trade Mark cannot be assigned under the law of the jurisdiction in which the application for registration is being sought (for whatever reason) ("Non-assignable Trade Mark") the parties agree that:
  - (i) the Non-assignable Trade Mark will not be assigned by Cargill or CMS (as applicable) unless or until such documents have been filed or action taken which would enable the Non-assignable Trade Mark to be validly assigned under the law of the relevant jurisdiction; and
  - (ii) Cargill or CMS (as applicable) grants to NewCo a royalty free, exclusive right to use the Non-assignable Trade Mark in the jurisdiction in which the application for registration is being sought.



- (b) Cargill or CMS agree to use reasonable endeavours to continue to prosecute the application for registration of each Non-assignable Trade Mark in consultation with NewCo at NewCo's cost.
- (c) For so long as a Non-assignable Trade Mark is being used by NewCo under licence from Cargill or CMS, NewCo will ensure that all goods and services in connection with which the Non-assignable Trade Mark are used comply with Cargill's policies related to food and product safety (as those food and product safety policies have been amended from time to time).

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### 3 Counterparts

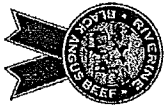

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.

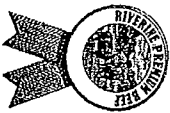
**EXECUTED** as a deed.

# Trade Mark Assignment

## Schedule

### Part A - CMS Trade Mark

MARK	COUNTRY NAME	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER	CLASS	GOODS	Owner	Image
Riverine Black Angus Beef & Design	United States of America	Pending	85160314	N/A	29	Meat	Cargill Meat Solutions Corporation	
Australian Grassfed Premium Beef & Design	United States of America	Published	77772570	N/A	29	Meat, namely, Australian grassfed beef	Cargill Meat Solutions Corporation	

MARK	COUNTRY NAME	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER	CLASS	GOODS	Owner	Image
Riverine Premium Beef & Design	United States of America	Registered	77214159	3581213	29	Meat	Cargill Meat Solutions Corporation	

# Trade Mark Assignment

## Signing page

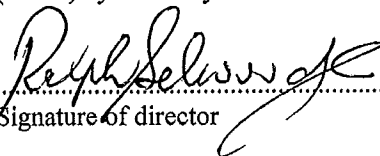
DATED: 2 September 2011

EXECUTED by CARGILL MEAT  
SOLUTIONS CORPORATION:

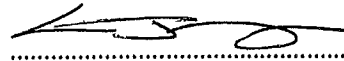
.....  
Signature of officer

.....  
Name and title of officer (block letters)

EXECUTED by CARGILL  
AUSTRALIA LIMITED ACN 004  
684 173 in accordance with section  
127(1) of the Corporations Act 2001  
(Cwlth) by authority of its directors:

  
.....  
Signature of director

RALPH SELWOOD  
.....  
Name of director (block letters)


  
.....  
Signature of ~~director~~ company  
secretary\*

\*delete whichever is not applicable

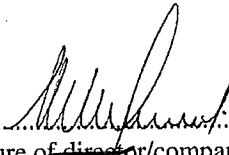
CAVIN JOYCE  
.....  
Name of ~~director~~ company secretary\*  
(block letters)

\*delete whichever is not applicable

EXECUTED by TEYS AUSTRALIA )  
SOUTHERN PROPERTY PTY LTD )  
ACN 151 609 200 in accordance with )  
section 127(1) of the Corporations Act )  
2001 (Cwlth) by authority of its )  
directors: )

  
Signature of director

ALLAN TEYS  
Name of director (block letters)

  
Signature of director/company  
secretary\*

\*delete whichever is not applicable  
KIRSTINE JACKSON  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable

# Trade Mark Assignment

## Signing page

DATED: 2 September 2011

EXECUTED by CARGILL MEAT )  
SOLUTIONS CORPORATION: )

 )

Signature of officer )

TODD ALLEN )

VICE PRESIDENT AND GENERAL MANAGER )

PREMIUM OPERATIONS, CARGILL BEEF )

Name and title of officer (block letters) )

EXECUTED by CARGILL )

AUSTRALIA LIMITED ACN 004 )

684 173 in accordance with section )

127(1) of the Corporations Act 2001 )

(Cwlth) by authority of its directors: )

Signature of director )

Name of director (block letters)

Signature of director/company  
secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable