

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, INCORPORATED		12/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kerry Group Services International Limited		
Street Address:	Prince's Street		
City:	Tralee, Kerry		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3233784	ALFREBRO	
CORRESPONDENCE DATA			
Fax Number:	8478087238		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-808-5500		
Email:	mail@iphorgan.net		
Correspondent Name:	Jeannine A Rittenhouse		
Address Line 1:	1130 Lake Cook Road		
Address Line 2:	Suite 240		
Address Line 4:	Buffalo Grove, ILLINOIS 60089		
ATTORNEY DOCKET NUMBER:	FRK 0096 US		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jeannine A Rittenhouse

Signature:

/JAR/

Date:

08/23/2012

Total Attachments: 4

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DEED OF ASSIGNMENT

PART 1

TRADE MARKS

THIS DEED OF ASSIGNMENT is made the 4th day of DECEMBER 2011

BETWEEN

- (1) **Cargill, Incorporated**, a company incorporated in Delaware (U.S.A.) with registered number 0286124 whose registered office is at 15407 McGinty Road West, Wayzata, MN 55391 (the **Assignor**); and
- (2) **KERRY GROUP SERVICES INTERNATIONAL LIMITED**, a company incorporated in Ireland with registered number 315603, whose registered office is at Prince's Street Tralee, Kerry, Ireland (the **Assignee**).

1. INTRODUCTION

- 1.1 The Assignor is the proprietor of the trade mark registrations detailed in the Schedule to this Deed (the **Trade Marks**).
- 1.2 Pursuant to the Master Sale and Purchase Agreement between the Assignor and Kerry Group Plc dated 21 September 2011 (the **SPA**) the Assignor has agreed to assign, and the Assignee has agreed to accept the assignment of, the Trade Marks on the terms of this Deed.

2. ASSIGNMENT OF TRADE MARKS

The Assignor hereby assigns to the Assignee and the Assignee hereby accepts the assignment of all right, title and interest in and to the Trade Marks, free from all encumbrances, with full title guarantee, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks; and
- (c) all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies.

3. FURTHER ASSURANCE

- 3.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which require the co-operation of Assignee to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including registration of the Assignee as applicant or registered proprietor of the Trade Marks

3 2 The Assignor shall do the following at the Assignee's cost and direction (to be reimbursed by Assignee on a time and materials basis), pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
- (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Irina Sharapova or any other person that the Assignee notifies to the Assignor from time to time; and
- (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee and at the Assignee's cost, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

4. COUNTERPARTS

This Deed may be executed in any number of counterparts, which shall together constitute one Deed.

5. LAW & JURISDICTION

This Deed shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

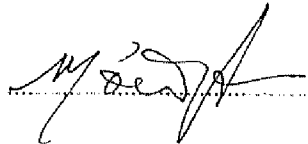
IN WITNESS WHEREOF the parties have executed this assignment the day and year first above written.

EXECUTED as a DEED by)
Cargill, Incorporated)
acting by Jeffrey Skelton,)
Assistant Vice President, in the presence of:)



Signature of witness: Karen Smith
Name of witness: Karen Smith
Address of witness: Minnesota, USA
Occupation of witness: Sr IP Asslt

EXECUTED as a DEED by)
KERRY GROUP SERVICES)
INTERNATIONAL LIMITED)
acting by its duly authorised attorney)
~~a director~~, in the presence of:)



Signature of witness: *Albranner*
Name of witness: AMY GILHAMMER
Address of witness: DEWEET LLP, 165 QUEEN VICTORIA STREET, LONDON
Occupation of witness: SOLICITOR

SCHEDULE 1
TRADE MARKS

TITLE	APPL.	REG.	COUNTRY
alfrebro & design	76365410	3233784	United States of America
citrizone	77390810		United States of America
maxens	85088828		United States of America

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