

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glanbia PLC		07/27/2012	Public Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	Glanbia Ingredients (Ballyragget) Limited		
Street Address:	Glanbia House		
City:	Kilkenny		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3709289	SOLMIKO	
CORRESPONDENCE DATA			
Fax Number:	7196943718		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	719-475-6427		
Email:	docket@hollandhart.com		
Correspondent Name:	Amanda L. Swaim		
Address Line 1:	PO Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	43701.0040		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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

NAME OF SUBMITTER:

Amanda L. Swaim

Signature:

/Amanda L. Swaim/

Date:

09/05/2012

Total Attachments: 5

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DEED OF ASSIGNMENT OF TRADE MARKS

between

GLANBIA PLC

and

GLANBIA INGREDIENTS (BALLYRAGGET) LIMITED

THIS DEED is dated 27th July 2012

PARTIES

- (1) **GLANBIA PLC** incorporated and registered in Ireland with company number 129933 whose registered office is at Glanbia House, Kilkenny, Ireland (**Assignor**).
- (2) **GLANBIA INGREDIENTS (BALLYRAGGET) LIMITED** incorporated and registered in Ireland with company number 23260 whose registered office is at Glanbia House, Kilkenny, Ireland (**Assignee**).

BACKGROUND

- (A) The Assignor is the legal owner of and/or applicant for the Trade Marks (as defined below).
- (B) The Assignee is beneficial owner of the Trade Marks pursuant to the Declaration of Trust (as defined below).
- (C) The Assignor has agreed to assign the legal ownership to the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Declaration of Trust: a declaration of trust in respect of the Trade Marks executed by the Assignor on the 26th July 2012 in favour of the Assignee.

Trade Marks: the registered trade marks and the applications short particulars of which are set out in the Schedule.

- 1.2 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.3 References to clauses and Schedules are to the clauses and Schedules of this agreement.

2. ASSIGNMENT

In consideration of the release by the Assignee of the Assignor from its obligations contained in the Declaration of Trust (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business symbolized in which the Trade Marks are used, or with the portion of the business to which the Trade Marks pertain, or with that part of the goodwill of the business connected with the use of and symbolized by the Trade Marks; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. FURTHER ASSURANCE

The Assignor shall and shall use all reasonable endeavours to procure that any necessary third party shall, at the Assignee's cost, promptly execute such documents

and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

4. **ENTIRE AGREEMENT**

4.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

4.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

5. **SEVERANCE**

5.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

5.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

6. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

7. **NOTICES**

7.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

(a) Assignor: Company Secretary, Glanbia House, Kilkenny, Ireland

(b) Assignee: Company Secretary, Glanbia House, Kilkenny, Ireland

or as otherwise specified by the relevant party by notice in writing to each other party.

8. **GOVERNING LAW AND JURISDICTION**

8.1 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 laws of Ireland.

8.2 The parties irrevocably agree that the courts of Ireland 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).

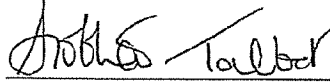
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule

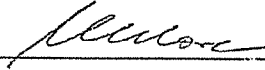
Trade Marks

TRADE MARK	Country	Status	Registered Owner	Application Number	Registration Number
AVONOL	United Kingdom	Granted/Registered	Glanbia PLC		1264054
AVONOL	Ireland	Granted/Registered	Glanbia PLC		118942
AVONOL	Spain	Granted/Registered	Glanbia PLC		1255709
AVONOL	Italy	Granted/Registered	Glanbia PLC		1318472
AVONOL	France	Granted/Registered	Glanbia PLC		1466570
AVONOL	Germany	Granted/Registered	Glanbia PLC		1158509
SOLAGO	Community	Published	Glanbia PLC	10313278	
SOLMIKO	Community	Granted/Registered	Glanbia PLC		6328306
SOLMIKO	USA	Granted/Registered	Glanbia PLC		3709289
OPEN SOURCE	Community	Pending	Glanbia PLC	11063741	
OPEN SOURCE	Community	Pending	Glanbia PLC	11008935	
OPEN SOURCE	New Zealand	Pending	Glanbia PLC	962574	
OPEN SOURCE	New Zealand	Pending	Glanbia PLC	962573	
OPEN SOURCE	USA	Pending	Glanbia PLC	85/685,585	
OPEN SOURCE	USA	Pending	Glanbia PLC	85/685,603	

PRESENT when the common seal of
GLANBIA PLC
Was affixed hereto:-



DIRECTOR



DIRECTOR/SECRETARY

PRESENT when the common seal of
GLANBIA INGREDIENTS (BALLYRAGGET) LIMITED
Was affixed hereto:-



DIRECTOR



DIRECTOR/SECRETARY

