

## 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
Sargento Foods, Inc.		04/27/2013	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Zenbury International Limited		
Street Address:	16 Avenue Pasteur		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	2310		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2905260	PORTIONABLES	
Registration Number:	3109363		
CORRESPONDENCE DATA			
Fax Number:	3126025050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-602-5000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 2:	c/o BRYAN CAVE LLP		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0347901		
DOMESTIC REPRESENTATIVE			
Name:	Mark A. Paskar		

Address Line 1: 211 North Broadway, Suite 3600  
Address Line 2: c/o BRYAN CAVE LLP  
Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER: Mark A. Paskar

Signature: /Mark A. Paskar/

Date: 05/14/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made effective as of April 27, 2013 (the "Effective Date"), from Sargento Foods, Inc., a Wisconsin corporation having an address at 1 Persnickety Place, Plymouth, WI 53073 ("Assignor"), to Zenbury International Limited, a Republic of Ireland corporation having a principal office and establishment at 16 Avenue Pasteur, L-2310 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 166.658 ("Assignee").

### RECITALS

- A. Assignor is the owner of the Assigned Trademarks (as defined below).
- B. Pursuant to an Asset Purchase Agreement dated as of the Effective Date hereof (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and Assignee's parent, Assignee and Assignee's parent have agreed to purchase certain assets of Assignor, including the Assigned Trademarks.
- C. Assignor desires by execution of this Trademark Assignment to assign of all of Assignor's rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Trademark Assignment to accept the assignment of all of Assignor's rights, title, and interest in the Assigned Trademarks to Assignee.

### AGREEMENTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. "Assigned Trademarks" means all U.S. and non-U.S. trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and any other business identifier, together with all translations, adaptations, derivations, and combination thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, each as used or held for use by Assignor solely in the conduct of the Frozen Sauce & Smoothie Pellet Business, including but not limited to those listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks, free and clear of all liens and encumbrances, except those listed in the Asset Purchase Agreement.

4. Further Assurances and Documentation. Upon request by Assignee, Assignor will take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Trademark Assignment, including but not limited to executing any additional documents as may be necessary in order to record this Trademark Assignment in a foreign jurisdiction pursuant to the applicable rules of such jurisdiction.

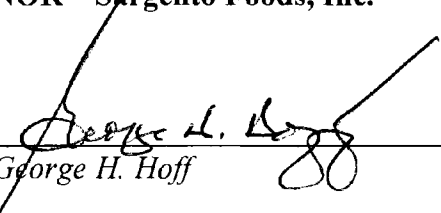
5. Conformity with Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms of the Asset Purchase Agreement. Capitalized terms used in this Trademark Assignment, unless otherwise defined in this Trademark Assignment, have the meanings assigned to them in the Asset Purchase Agreement.

6. Governing Law. This Trademark Assignment shall be governed by the laws of the state of Wisconsin and the trademark laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

7. Facsimile Signature; Counterparts. This Trademark Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the date first written above.

**ASSIGNOR – Sargento Foods, Inc.**

By:   
George H. Hoff

Title: Executive V.P. & CFO

Date: 5-1-13

**ASSIGNEE – Zenbury International Limited**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

4. Further Assurances and Documentation. Upon request by Assignee, Assignor will take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Trademark Assignment, including but not limited to executing any additional documents as may be necessary in order to record this Trademark Assignment in a foreign jurisdiction pursuant to the applicable rules of such jurisdiction.

5. Conformity with Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms of the Asset Purchase Agreement. Capitalized terms used in this Trademark Assignment, unless otherwise defined in this Trademark Assignment, have the meanings assigned to them in the Asset Purchase Agreement.

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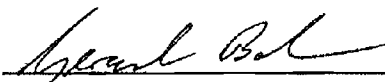
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IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the date first written above.

**ASSIGNOR – Sargento Foods, Inc.**

**ASSIGNEE – Zenbury International Limited**

By: \_\_\_\_\_  
George H. Hoff

By:  \_\_\_\_\_  
Gerard Behan

Title: Executive V.P. & CFO

Title: Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX A

## ASSIGNED TRADEMARKS

### Registered Trademarks

Country	Registration No.	Registration Date	Trademark
U.S.A.	2,905,260	11/23/2004	PORTIONABLES (International Classes 29 and 30)
U.S.A.	3,109,363	06/27/2006	MISCELLANEOUS CHEF DESIGN (International Classes 29 and 30)
Canada	TMA683136	03/07/2007	PORTIONABLES
Canada	TMA683045	03/06/2007	MISCELLANEOUS CHEF DESIGN
China (People's Republic)	4618160	12/21/2007	PORTIONABLES (International Class 29)
China (People's Republic)	4496972	09/07/2007	PORTIONABLES (in Chinese) (International Class 30)
China (People's Republic)	4618159	12/21/2007	PORTIONABLES (in Chinese) (International Class 29)
China (People's Republic)	4496987	09/07/2007	PORTIONABLES (International Class 30)
China (People's Republic)	4496986	09/07/2007	PORTIONABLES (in phonetic Chinese) (International Class 30)
China (People's Republic)	4618158	12/21/2007	PORTIONABLES (in phonetic Chinese) (International Class 29)
China (People's Republic)	4620608	12/21/2007	MISCELLANEOUS CHEF DESIGN (International Class 29)

Country	Registration No.	Registration Date	Trademark
China (People's Republic)	4620607	12/21/2007	MISCELLANEOUS CHEF DESIGN (International Class 30)
Hong Kong	300402452	08/29/2005	MISCELLANEOUS CHEF DESIGN (International Classes 29 and 30)
Hong Kong	300842643	09/11/2007	PORTIONABLES MISCELLANEOUS CHEF DESIGN
Japan	4983537	09/01/2006	PORTIONABLES (International Classes 29 and 30)
Japan	4899558	10/01/2006	MISCELLANEOUS CHEF DESIGN (International Classes 29 and 30)
Korea (Republic of)	654986	03/15/2006	PORTIONABLES (International Classes 29 and 30)
Korea (Republic of)	662021	05/12/2006	MISCELLANEOUS CHEF DESIGN (International Classes 29 and 30)
Mexico	950858	08/30/2006	PORTIONABLES (International Class 29)
Mexico	950859	08/30/2006	PORTIONABLES (International Class 30)
Mexico	949173	08/28/2006	MISCELLANEOUS CHEF DESIGN (International Class 29)
Mexico	949172	08/28/2006	MISCELLANEOUS CHEF DESIGN (International Class 30)

**Abandoned Trademark Registration Application**

Country	Registration No.	Registration Date	Trademark
Hong Kong	300402461	04/13/2005	PORTIONABLES (International Classes 29 and 30) ( <i>Abandoned</i> )