

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
Glanbia PLC		02/01/2012	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	Beveri Nutrition LLC		
Street Address:	7421 Chapman Avenue		
City:	Garden Grove		
State/Country:	CALIFORNIA		
Postal Code:	92841		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3815460	BEVERI	
CORRESPONDENCE DATA			
Fax Number:	8664996726		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-596-7995		
Email:	lance@mckinlaypc.com		
Correspondent Name:	Lance McKinlay		
Address Line 1:	2600 Michelson Drive, Suite 830		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	Lance McKinlay		
Signature:	/Lance McKinlay/		
Date:	05/14/2013		
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=TM cover sheet#page1.tif			

OP \$40.00 3815460

TRADEMARK ASSIGNMENT

THIS AGREEMENT is dated as of February 1, 2012.

Parties

GLANBIA PLC incorporated in the Republic of Ireland (Registered Number 129933) whose registered office is at Glanbia House, Kilkenny, Ireland (**Assignor**).

BEVERI NUTRITION, LLC formed and registered in the State of California with company file number 201202010051 whose registered office is at 7421 Chapman Avenue, Garden Grove, California, 92841, United States of America (**Assignee**).

Background

The Assignor is the proprietor of the trade mark Beveri® registered in USA under serial number 77709596 ("the Trademark").

By an asset purchase agreement of even date herewith between the Assignor and the Assignee, the Assignor has agreed to assign all its rights in and to the Trademark to the Assignee on the terms set out below.

Agreed terms

1. Assignment

In consideration of the sum of US\$10 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns all its right, title and interest in and to the Trademark and any common law rights and all the goodwill attaching to the Trademark to Assignee.

2. Proceedings

This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trademark (including proceedings against any third party for infringement of the Trademark or for passing off or for otherwise infringing the rights of the Assignor in the Trademark).

3. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (other than the choice of law principles thereof). Any action, suit or other proceeding initiated by a party hereto against any other party under or in connection with this Agreement may be brought in any federal or state court in the State of Wisconsin, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof. The parties hereto hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given to it under this Agreement.

This agreement has been entered into on the date stated at the beginning of it.

“Assignor”

GLANBIA, PLC

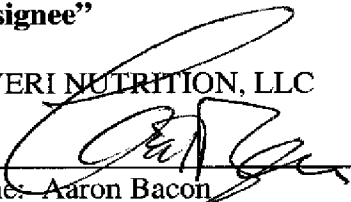
By: 

Name: Michael Horan

Title: Group Secretary

“Assignee”

BEVERI NUTRITION, LLC

By: 

Name: Aaron Bacon

Title: Authorized Member