

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM304025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liberte Brand Products Co.		01/07/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Liberte Marques S.a.r.l.		
<b>Street Address:</b>	46A, Avenue J.F. Kennedy		
<b>City:</b>	L-1855		
<b>State/Country:</b>	LUXEMBOURG		
<b>Entity Type:</b>	CORPORATION: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4061473	LIBERTÉ	
<b>Registration Number:</b>	1431360	LIBERTE MEDITERRANEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7637642268		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	763-764-3258		
<b>Email:</b>	trade.marks@genmills.com		
<b>Correspondent Name:</b>	Dori Hummel		
<b>Address Line 1:</b>	No. One General Mills Blvd.		
<b>Address Line 2:</b>	Law Department		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55426		
<b>NAME OF SUBMITTER:</b>	Dori Hummel		
<b>SIGNATURE:</b>	/Dori Hummel/		
<b>DATE SIGNED:</b>	05/09/2014		
<b>Total Attachments: 15</b>			
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**LIBERTÉ BRAND PRODUCTS CO**

**LIBERTÉ MARQUES S.À.R.L.**

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**GLOBAL IP ASSIGNMENT**

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1.QN25198822/34

**TRADEMARK**  
**REEL: 005276 FRAME: 0812**

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# GLOBAL IP ASSIGNMENT

dated 7 January 2014

## PARTIES

1. **Liberté Brand Products Co**, a company incorporated in Canada, with registered number 3263767, and whose registered office is at 900-1959 Upper Water St., Halifax, NS Canada, B3J 3N2 (the *Assignor*); and
2. **Liberté Marques S.à.r.l.**, a company incorporated in Luxembourg, with registered number B 181312, and whose registered office is at 46A, Avenue J.F. Kennedy, L - 1855 Luxembourg (the *Assignee*),

(together, the *parties*).

## WHEREAS:

- (A) The Assignor is the owner of the Rights.
- (B) The Assignor has agreed to transfer and assign the Rights to the Assignee, on the terms and conditions set out in this Agreement.
- (C) The Assignee has agreed to grant the Assignor a licence to use the Rights in the United States of America, Canada and related territories under a separate master licence agreement to be entered into on or around the date of this Agreement.
- (D) The Assignee has agreed to grant Yoplait S.A.S. a licence to use the Rights worldwide (excluding United States of America, Canada and related territories) under a separate master licence agreement to be entered into on or around the date of this Agreement.

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 4.

## IT IS AGREED:

### I. TRANSFER AND ASSIGNMENT

In consideration of the payment (the *Purchase Price*) by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor transfers and assigns to the Assignee from the Effective Date all its right, title and interest in and to the Rights, including:

- (a) all statutory and common law rights attaching to the Rights; and
- (b) the right to sue (and to retain damages recovered) in respect of any infringement or unauthorised use of the Rights that may have occurred before the date of this Agreement.

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## 2. REPRESENTATIONS AND WARRANTIES

2.1 The Assignor represents and warrants that it has the right to assign the Rights to the Assignee.

2.2 With the sole exception of the representation and warranty in clause 2.1, nothing in this Agreement shall be construed as a warranty or representation by the Assignor that any of the Rights are valid or enforceable. The Assignee acknowledges that in entering into this Agreement, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in clause 2.1 and all other conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

2.3 The Assignee represents and warrants that it is not a resident of Canada and it is not registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada).

## 3. FURTHER ASSURANCE

The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) all further documents, required by law for the purpose of vesting in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement.

## 4. VAT

The Purchase Price is exclusive of any applicable VAT payable by the Assignee. To the extent that any VAT is payable, in respect of the assignment of any of the Rights, VAT shall be paid in addition to the Purchase Price by the Assignee, subject to the Assignor providing an appropriate VAT invoice containing the information required to entitle the Assignee to claim an input tax credit or otherwise to recover the VAT payable.

## 5. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay is due to any cause beyond its reasonable control, and it shall be entitled to a reasonable extension of the time for performing the obligations as a result of the cause.

## 6. COSTS

Except as otherwise provided in this Agreement, the Assignor and the Assignee shall each be responsible for its own costs, charges and other expenses incurred in connection with this Agreement.

## 7. WHOLE AGREEMENT

This Agreement sets out the whole agreement between the parties in respect of the subject matter of this Agreement and supersedes any prior agreement (whether oral or written) relating to the subject matter of this Agreement. It is agreed that:

- (a) no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the other party (or any of its Connected Persons) which is not expressly set out in this Agreement;
- (b) any terms or conditions implied by law in any jurisdiction in relation to the subject matter of this Agreement are excluded to the fullest extent permitted by law or, if incapable of exclusion, any right or remedies in relation to them are irrevocably waived;
- (c) the only right or remedy of a party in relation to any provision of this Agreement shall be for breach of this Agreement; and
- (d) except for any liability in respect of a breach of this Agreement, no party (or any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to any other party (or its respective Connected Persons).

provided that this clause shall not exclude any liability for (or remedy in respect of) fraudulent misrepresentation. Each party agrees to the terms of this clause 7 on its own behalf and as agent for each of its Connected Persons. For the purpose of this clause *Connected Persons* means (in relation to a party) the officers, employees, agents and advisers of that party.

#### 8. WAIVERS, RIGHTS AND REMEDIES

Except as expressly set out in this Agreement no failure or delay by either party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

#### 9. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

#### 10. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

#### 11. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

## 12. NO THIRD PARTY ENFORCEMENT RIGHTS

A person who is not a party to this Agreement shall have no right under any statutory provision to enforce any of its terms.

## 13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.

13.2 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims), including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts.



**SCHEDULE 1**  
**TRADE MARKS**

1. Trade Mark Registrations

Trade Mark	Registration Number	Class	Registration Date	Renewal Date	Country
LIBERTÉ	010408193	29	13/04/2012	10/11/2021	Austria
LIBERTÉ	010408193	29	13/04/2012	10/11/2021	Bénélux
LIBERTÉ	010408193	29	13/04/2012	10/11/2021	Bulgaria
LIBERTÉ YOGOURT GREC & Design	1515382	N/A	20/03/2012	20/03/2027	Canada
LIBERTÉ GREEK YOGOURT & Design	1515384	N/A	20/03/2012	20/03/2027	Canada
LIBERTÉ ARTISAN DE NATURE	1394054	N/A	25/05/2010	25/05/2025	Canada
KOOL Desserts Design	1290673	N/A	12/04/2010	12/04/2025	Canada
CREEMM Design	1290704	N/A	14/05/2010	14/05/2025	Canada
MINIMIX	1280355	N/A	20/10/2006	20/10/2020	Canada
LA LAITERIE LIBERTÉ	1266212	N/A	01/12/2006	01/12/2021	Canada
LIBERTÉ SVELTE BIO SANS GRAS and Design	1240831	N/A	13/10/2006	13/10/2021	Canada
KEFIRVESSENCE	842883	N/A	09/08/2001	09/08/2016	Canada
SOUCOUBE VOLANTE DESSIN	753067	N/A	30/06/1995	30/06/2025	Canada
SIX GRAINS & DESIGN	653669	N/A	27/12/1991	27/12/2021	Canada
SVELTE	576799	N/A	29/01/1988	29/01/2018	Canada
LIBERTÉ MEDITERRANEE Design	538650	N/A	25/07/1986	25/07/2016	Canada
LIBERTY	526872	N/A	30/09/1988	30/09/2018	Canada
LIBERTÉ Design	526873	N/A	30/09/1988	30/09/2018	Canada

A TASTE OF MONTREAL SINCE 1928	518213	N/A	01/02/1985	01/02/2015	Canada
UN GOUT DE MONTREAL DEPUIS 1928	518214	N/A	01/02/1985	01/02/2015	Canada
LIBERTY & Design	517376	N/A	14/10/1988	14/10/2018	Canada
LIBERTE & Design	517377	N/A	16/02/1990	16/02/2020	Canada
MEDITERRANÉE	505109	N/A	13/07/1984	13/07/2014	Canada
WESTERN CREAMERY	TMA547296	N/A	27/06/2001	27/06/2016	Canada
LIBERTE BEBE BABY & Design	1599386	N/A	25/09/2013	25/09/2028	Canada
LIBERTE	1598099	N/A	24/09/2013	24/09/2028	Canada
LIBERTE YOGOURT GREC FROÛTO	1576068	N/A	07/05/2013	07/05/2028	Canada
LIBERTE GREEK YOGOURT FROÛTO	1576069	N/A	07/05/2013	07/05/2028	Canada
FROÛTO	1576070	N/A	07/05/2013	07/05/2028	Canada
LIBERTE CLASSIQUE	1524977	N/A	16/07/2013	16/07/2028	Canada
LIBERTE	010408193	29	13/04/2012	10/11/2021	Croatia
LIBERTE	010408193	29	13/04/2012	10/11/2021	Cyprus
LIBERTE	010408193	29	13/04/2012	10/11/2021	Czech Republic
LIBERTE	010408193	29	13/04/2012	10/11/2021	Denmark
LIBERTE	010408193	29	13/04/2012	10/11/2021	Spain
LIBERTE	010408193	29	13/04/2012	10/11/2021	Estonia
LIBERTE	010408193	29	13/04/2012	10/11/2021	EU (CTM)
LIBERTE	010408193	29	13/04/2012	10/11/2021	Finland
LIBERTE	113873285	29	02/03/2012	10/11/2021	France
LIBERTE	010408193	29	13/04/2012	10/11/2021	France
LIBERTE	010408193	29	13/04/2012	10/11/2021	Hungary

LIBERTE	010408193	29	13/04/2012	10/11/2021	Germany
LIBERTE	010408193	29	13/04/2012	10/11/2021	Greece
LIBERTE	010408193	29	13/04/2012	10/11/2021	Ireland
LIBERTE	010408193	29	13/04/2012	10/11/2021	Italy
LIBERTE	010408193	29	13/04/2012	10/11/2021	Jersey
LIBERTE	010408193	29	13/04/2012	10/11/2021	Latvia
LIBERTE	010408193	29	13/04/2012	10/11/2021	Lithuania
LIBERTE	010408193	29	13/04/2012	10/11/2021	Malta
LIBERTE	1349696	29	21/02/2013	16/10/2022	Mexico
LIBERTE	010408193	29	13/04/2012	10/11/2021	Poland
LIBERTE	010408193	29	13/04/2012	10/11/2021	Portugal
LIBERTE	010408193	29	13/04/2012	10/11/2021	Romania
LIBERTE	010408193	29	13/04/2012	10/11/2021	UK
LIBERTE	010408193	29	13/04/2012	10/11/2021	Slovakia
LIBERTE	010408193	29	13/04/2012	10/11/2021	Slovenia
LIBERTE	010408193	29	13/04/2012	10/11/2021	Sweden
LIBERTE	85201762	29	22/11/2011	22/11/2017	USA
PEAR	77199180	29	15/07/2008	15/07/2014	USA
LIBERTE MEDITERRANEE	73538005	29	03/03/1987	03/03/2017	USA

## 2. Trade Mark Applications

Trade Mark	Application Number	Class	Application Date	Country
LIBERTE	1526255	29	16/11/2012	Australia
LIBERTE	840343388	29	27/11/2012	Brazil
LIBERTE CUISINE	1632921	N/A	27/06/2013	Canada

LIBERTE GREEK GREEK	1620671	N/A	02/04/2013	Canada
ARTISAN DE NATURE	1620676	N/A	02/04/2013	Canada
LIBERTE	12773170	29	19/06/2013	China
LIBERTE	2428782	29	16/11/2012	India
LIBERTE	201211546	29	23/10/2012	Norway
LIBERTE GREEK YOGURT FROUTO	85627162	29	16/05/2012	USA

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SCHEDULE 2

DOMAIN NAMES

Domain name	Registry	Registration date	Date updated	Expiration date
liberte.ca	netfirms.com	16/01/2007	03/05/2013	16/01/2014
libertedistribution.ca	netfirms.com	18/02/2011	06/06/2013	18/02/2014
libertedistribution.com	netfirms.com	18/02/2011	06/06/2013	18/02/2014
libertenaturalfoods.com	netfirms.com	14/03/2006	06/06/2013	14/03/2014
liberteyoghurt.com	netfirms.com	05/03/2010	03/05/2013	05/03/2014
liberte.qc.ca	funio.com	24/11/2000	25/04/2013	17/07/2014
libertegreekstyle.co.uk	Netnames	28/02/2013	30/04/2013	28/02/2014
liberteyogurt.co.uk	Netnames	28/02/2013	30/04/2013	28/02/2014
liberte.co.uk	Netnames	15/04/2005	23/09/2013	15/04/2015
kooldesserts.com	netfirms.com	25/01/2006	03/05/2013	25/01/2014
artisanedenature.ca	funio.com	27/10/2010	06/06/2013	27/10/2014
westerncreamery.com	funio.com	28/04/2000	23/10/2013	28/04/2014

SCHEDULE 3  
UNREGISTERED RIGHTS



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## SCHEDULE 4

### DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

*Connected Person* is defined in clause 7;

*Domain Names* means the domain names set out in Schedule 2;

*Effective Date* means the date of this Agreement;

*Intellectual Property Rights* means the Trade Marks; the Domain Names; the Unregistered Rights; company, trade and product names and logos; together with all copyright works, designs and author's rights which subsist in any of the foregoing worldwide, now or in the future, whether unregistered or registered (including all applications, rights to apply and rights to claim priority);

*Purchase Price* is defined in clause 1;

*Rights* means the Intellectual Property Rights owned by the Assignor;

*Trade Marks* means the trade mark registrations and applications for registration set out in Schedule 1;

*Unregistered Rights* means the marks and logos as set out in Schedule 3 ;and

*VAT* means any applicable value added tax, goods and services tax, harmonised sales tax, any sales taxes (whether federal, provincial, state or other) or turnover tax.

2. Interpretation. In this Agreement, unless the context otherwise requires:

- (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- (b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
- (c) references to CAD mean Canadian dollars;
- (d) references to any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (e) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. Enactments. Except as otherwise expressly provided in this Agreement, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to (i) that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this Agreement; (ii) any enactment which that enactment

re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) made (before or after the date of this Agreement) under that enactment, as amended, consolidated or re-enacted as described in (i) or (ii) above.

4. Schedules. The Schedules comprise schedules to this Agreement and form part of this Agreement.

5. Inconsistencies. Where there is any inconsistency between the definitions set out in this Schedule and the definitions set out in any clause or any other Schedule, then, for the purposes of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

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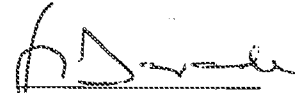
**SIGNATURE**

This Agreement is signed by duly authorised representatives of the parties:

**SIGNED**  
for and on behalf of  
Liberté Brand Products Co

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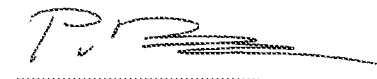
SIGNATURE:  
NAME:

  
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**SIGNED**  
for and on behalf of  
Liberté Marques S.à.r.l.

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SIGNATURE:  
NAME:

  
P.L.C. van Denzen

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