

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centura Foods Limited		01/01/2010	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Premier Foods Group Limited		
Street Address:	Premier House, Centrium Business Park		
Internal Address:	Griffiths Way, St. Albans		
City:	Hertfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	AL1 2RE		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1929038	ROBERTSON'S	
CORRESPONDENCE DATA			
Fax Number:	5166730255		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5165875171		
Email:	melissa.schombs@hain.com		
Correspondent Name:	Melissa Schombs		
Address Line 1:	1111 Marcus Avenue		
Address Line 4:	Lake Success, NEW YORK 11042		
ATTORNEY DOCKET NUMBER:	ROBERTSON'S H00340		
DOMESTIC REPRESENTATIVE			
Name:	The Hain Celestial Group, Inc.		
Address Line 1:	1111 Marcus Avenue		
Address Line 4:	Lake Success, NEW YORK 11042		
NAME OF SUBMITTER:	Melissa Schombs		
SIGNATURE:	/melissaschombs/		

CH \$40.00 1929038

DATE SIGNED:	11/07/2014
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Total Attachments: 8

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IP ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated 1 January 2010

PARTIES

- (1) Centura Foods Limited incorporated and registered in England and Wales with company number 00212842 whose registered office is at Premier House, Centrium Business Park, Griffiths Way, St Albans, Hertfordshire, AL1 2RE (**Assignor**).
- (2) Premier Foods Group Limited incorporated and registered in England and Wales with company number 00281728 whose registered office is at Premier House, Centrium Business Park, Griffiths Way, St Albans, Hertfordshire, AL1 2RE (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the applications for, and registrations of, the intellectual property rights set out in Schedule 1 (together the **Registered IPRs**).

AGREED TERMS

1. INTERPRETATION

The definition in this clause applies in this Agreement.

Encumbrance: a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, encumbrance or security interest having similar effect.

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1 (receipt of which the Assignor hereby acknowledges), the Assignor assigns with full title guarantee, subject in each case to all Encumbrances existing at the date of this Agreement, to the Assignee with the following rights:

- (a) the Registered IPRs;
- (b) all goodwill attaching to the registered trade marks listed in Part 1 of Schedule 1 (Registered Trade Marks); and
- (c) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause which occurred prior to the date of this Agreement.

3. PRIOR AGREEMENTS

This Agreement take precedent over any previous licence agreements entered into between the parties.

4. FURTHER ASSURANCE

The Assignor shall, from time to time, execute (or procure the execution) of such documents and do such things as the Assignee may reasonably require to give full effect to the transaction intended to be effected under or pursuant to this Agreement and for vesting in the Assignee the full benefit of the rights transferred pursuant to this Agreement.

This Agreement has been entered into on the date shown above.

Schedule 1 - Registered IPRs

Part 1. Registered Trade Marks

Trade mark	Jurisdiction	Registration number	Classes
A1	Zanzibar	2191962	
A1	Guernsey	281640G	30
A1	Jersey	2268	30
AAH BISTO	Cyprus	63120	29
BISTO	United States of America	2641056	30
BISTO	Spain	579510	30
BISTO	Namibia	20010892	29
BISTO	Namibia	20010891	30
BISTO	South Africa	34546	30
BISTO	Sierra Leone	3696	30
BISTO	Saudi Arabia	9670	30
BISTO	Germany	866470	30
BISTO	France	1549011	29, 30
BISTO	Greece (Hellenic Republic)	63736	29, 30
BISTO	Botswana	10507	30
BISTO	Botswana	10506	29
BISTO	Bermuda	2965	30
BISTO	Cyprus	4065	30
BISTO	Office of Harmonization in the Markets (OHIM)	2403806	32, 30, 29
BISTO	Lebanon	80775	30
BISTO	Malawi	10831958	30
BISTO	Liechtenstein	6656	30
BISTO	Italy	994770	30

BISTO	Saint Lucia	231983	30
BISTO KIDS & 1983 device	Qatar	4198	3-
BISTO stylised & kids	Benelux Trademark/Design Office (BBM/BBDM)	560334	29, 30
BOY CHASING CHICK	South Africa	792731	29
BOY CHASING CHICK	South Africa	792732	30
Boy chasing chick device	Namibia	79648SWA	29
Boy chasing chick device	Namibia	79649SWA	30
BRAND'S	Venezuela	21100	46
BRAND'S	South Africa	82747	29
BRAND'S	Spain	281283	29, 30
BRAND'S	Switzerland	515930	32, 29, 5
BRAND'S	Egypt	16531	29
BRAND'S	Office of Harmonization in the Markets (OHIM)	3250974	5, 29, 30, 32
BRAND'S	Italy	1048743	30, 32, 5, 29
BRAND'S SAUCE A1	Germany	781357	30
BRAND'S SAUCE label 2002 A1	Brunei Darussalam	34336	30
BRAND'S SAUCE stylised & device A1	Panama	24387	30
BRAND'S ESSENCE OF BEEF 1898	France	1372379	29
BRAND'S ESSENCE OF BEEF device 1948	Italy	838754	29
BRAND'S INTERNATIONAL	Egypt	3180	30

SAUCE A1 label			
CEREBOS		Zambia	10821958 30
CEREBOS		Swaziland	3431988 30
CEREBOS		Swaziland	3421988 29
CEREBOS		South Africa	1191171 29
CEREBOS		United Republic of Tanzania	3455 5, 29, 30, 31
CEREBOS		Tangiers	13106 30
CEREBOS		Trinidad and Tobago	371931 30
CEREBOS		Namibia	20010894 30
CEREBOS		Namibia	20010895 29
CEREBOS		South Africa	1191172 30
CEREBOS		South Africa	761161 29
CEREBOS		South Africa	761162 30
CEREBOS		Sierra Leone	3695 30
CEREBOS		Mozambique	54199 30
CEREBOS		Botswana	10511 30
CEREBOS		Botswana	10508 29
CEREBOS		Lebanon	75186 30
CEREBOS		Kenya	5708 30
CEREBOS		Kuwait	309 30
CEREBOS		Malawi	10821958 29
CEREBOS		Iran	1118 30
CEREBOS		Bolivia	53877A 30
CEREBOS		Uganda	3160 30
CEREBOS SALT label		Gambia	2197 30
CEREBOS SALT label		Congo	1169B
CEREBOS TABLE		South Africa	144456 30

SALT				
CEREBOS SALT	TABLE	South Africa	770821	30
CEREBOS SALT label	TABLE	Namibia	890838	30
CEREBOS SALT label	TABLE	Namibia	890837	29
CEROLA		South Africa	740523	29
CEROLA		South Africa	740524	30
CEROLA MAJIPAK		Switzerland	378154	32, 29 - 30
FRANK COOPER		South Africa	B805928	29
GOLDEN SHRED		Pakistan	12716	29
GOLDEN SHRED		France	1418260	29, 30
GOLDEN SHRED		Hong Kong	19591015	29
GOLDEN SHRED		Malta	15426	29
GOLDEN SHRED		Barbados	814645	29
Golly 1979		Australia	375218	29
GREEN LABEL		Italy	994769	29, 30
HONEY SHRED		United Kingdom	2507454	29
McDOUGALLS		Greece (Hellenic Republic)	63741	30, 29
McDOUGALLS		Italy	660807	29, 5, 32, 30
PAXO		Spain	913109	30
PAXO		Namibia	881491	29
PAXO		Namibia	881492	30
PAXO		Saudi Arabia	9671	30
PAXO		Gambia	2203	
PAXO		Greece (Hellenic Republic)	63739	30, 29
PAXO		Jordan	42174	30
PAXO		Kenya	7333	30

PAXO	Australia		74176	30
PAXO	Malta		5877	30
PAXO	Malaysia	M027396		29
PAXO	Malaysia	M027395		30
PAXO	Bahrain		16468	29
PAXO	Bahrain		16467	30
PAXO	Botswana		10504	30
PAXO	United Republic of Tanzania		4737	42
PAXO with Arabic equivalent	Qatar		2342	29
Physical Energy horse and man device	Switzerland		363817	5
ROBERTSON'S	Australia		912343	29
ROBERTSON'S & Chinese equivalent	Singapore	T0020028D		29
ROBERTSON'S GOLDEN SHRED	Australia		12624	29
ROBERTSON'S	United States of America		1929038	29
ROBERTSON'S	Namibia		1238	29
ROBERTSON'S	South Africa	B949546		29
ROBERTSON'S	Saudi Arabia		13918	29
ROBERTSON'S	France		1479240	29
ROBERTSON'S	Hong Kong		391960	29
ROBERTSON'S	China		1229357	29
SAXA	Rwanda		1383	29, 5, 30
SAXA	Zambia		10811958	30
SAXA	South Africa		106418	30
SAXA	Spain		584855	30
SAXA	Sweden		16337	30

SAXA	Namibia	20010895	30
SAXA	Sierra Leone	3697	30
SAXA	Saudi Arabia	10368	30
SAXA	France	1508286	30
SAXA	Greece (Hellenic Republic)	63737	30
SAXA	Guernsey	400083G	30
SAXA	Cyprus	4066	30
SAXA	Congo	721B	30
SAXA	Burundi	1365BUR	
SAXA	Jersey	438	30
SAXA	Kenya	5709	30
SAXA	Malta	2529	30
SAXA	Malawi	10811958	30
SAXA	Italy	1048744	29, 5, 32, 30
SAXA	Egypt	44807	30
SHARWOOD'S	Hong Kong	300213687	30, 29
SILVER SHRED	Pakistan	12715	29
SILVER SHRED	Germany	247894	29
SILVER SHRED	France	1418259	29
SILVER SHRED	Hong Kong	19591014	29
SILVER SHRED	Malta	15427	29
SILVER SHRED	Australia	38301	29
S000	Australia	1046855	43, 30, 29
S000 GRAVY	Australia	1046852	29, 30, 43
S000 SAUCY	Australia	1036540	30, 29, Catering
STIR UP SOME PASSION	Canada	734209	

Part 2. Trade Mark Applications

N/A

Part 3. Registered Patents

N/A

Part 4. Patent Applications

N/A

Part 5. Registered Designs

N/A

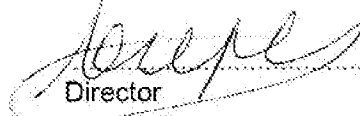
Part 6. Design Applications

N/A

Signed by SUZANNE ELIZABETH
WISE
for and on behalf of
Centura Foods Limited


.....
Director

Signed by ANDREW MICHAEL
PEELER
for and on behalf of Premier Foods
Group Limited


.....
Director