

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Arrow Products Company LLC		12/04/2015	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Kerry Luxembourg S.à.r.l.		
Street Address:	17, rue Antoine Jans		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1820		
Entity Type:	Limited Liability Company: LUXEMBOURG		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1198146	AROSMOKE	
Registration Number:	1972767	CHARDEX	
Registration Number:	1009226	CHARDEX	
Registration Number:	0810836	CHAROIL	
Registration Number:	0722312	CHARSOL	
Registration Number:	1337023	CHARSOL SUPREME	
Registration Number:	0767658	CHARTOR	
Registration Number:	0674283	CHARZYME	
Registration Number:	2788265	GRILLIN'	
Registration Number:	1397825	GRILLIN'	
Registration Number:	1696739	MAILLOSE	
Registration Number:	4371667	NUGEN	
Registration Number:	1894534	POWRDRENCH	
Registration Number:	1486062	POWRSMOKER	
Registration Number:	3180580	RED ARROW	
Registration Number:	4774525	SMOKEHOUSE NATURALS	
CORRESPONDENCE DATA			
Fax Number:	3124740448		

OP \$415.00 1198146

TRADEMARK

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.

Phone: 3124746300
Email: cnoble@marshallip.com
Correspondent Name: Marshall, Gerstein & Borun LLP
Address Line 1: 233 South Wacker Drive
Address Line 2: Suite 6300
Address Line 4: Chicago, ILLINOIS 60606

DOMESTIC REPRESENTATIVE

Name: Marshall, Gerstein & Borun LLP
Address Line 1: 233 South Wacker Drive
Address Line 2: Suite 6300
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Richard M. LaBarge
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SIGNATURE:	/rmlabarge/
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DATE SIGNED:	05/16/2016
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Total Attachments: 13

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of December 4, 2015, is entered into by and between Kerry Luxembourg S.à.r.l., a Luxembourg société à responsabilité limitée (“Kerry Luxembourg”), and Red Arrow Products Company LLC, a Wisconsin limited liability company (the “Company”) (each of Kerry Luxembourg and the Company is a “Party,” and together, the “Parties”).

RECITALS

WHEREAS, Kerry Luxembourg and the Company, among other parties, entered into that certain Purchase Agreement, dated as of October 14, 2015 (the “Purchase Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, the Purchase Agreement provides, among other things, that on the Closing Date the Company shall sell, assign, transfer, convey and deliver to Kerry Luxembourg, and Kerry Luxembourg shall purchase, acquire and accept from the Company, all right, title and interest in and to the Kerry Luxembourg Acquired Intellectual Property, including without limitation the Kerry Luxembourg Acquired Intellectual Property listed on Schedule 1, free and clear of any Liens other than Permitted Liens, upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Purchase Agreement further provides, among other things, that at Closing Kerry Luxembourg shall assume, and agree to pay, perform and discharge when due, any and all liabilities and obligations arising in connection with the Kerry Luxembourg Acquired Intellectual Property Licenses, other than the Excluded Liabilities.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and in the Purchase Agreement, the parties hereto agree as follows:

1. **Assignment and Assumption**. The Company hereby sells, assigns, grants, conveys and transfers to Kerry Luxembourg the Kerry Luxembourg Acquired Intellectual Property. Kerry Luxembourg hereby accepts such assignment and assumes, and agrees to pay, perform and discharge when due any and all liabilities arising in connection with the Kerry Luxembourg Acquired Intellectual Property Licenses, other than the Excluded Liabilities.

2. **Terms of the Purchase Agreement**. This Agreement is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. Each of the Parties acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein and are incorporated herein by this reference. This Agreement is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the Parties than are described in, or contemplated by, the Purchase Agreement, and in the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. **Further Assurances.** a. The Company hereby covenants and agrees to and with Kerry Luxembourg, its successors and permitted assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to Kerry Luxembourg, its successors and permitted assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by Kerry Luxembourg in order to give effect to this Agreement, including without limitation further or additional assignment agreements suitable for recordation with foreign patent and trademark authorities.

b. Kerry hereby covenants and agrees to and with the Company, its successors and permitted assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to the Company, its successors and permitted assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by the Company in order to give effect to this Agreement.

4. **Successor and Assigns.** This Agreement and any of the rights and obligations hereunder may not be assigned by any of the Parties without the prior written consent of the other Parties hereto.

5. **Governing Law; Waiver of Jury Trial; Consent to Jurisdiction.** This Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of Delaware, without reference to its choice of law rules. EACH PARTY HERETO IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF BROUGHT BY A PARTY HERETO OR ITS SUCCESSORS OR ASSIGNS SHALL BE BROUGHT AND DETERMINED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS IN DELAWARE ENCOMPASSING NEWCASTLE COUNTY, DELAWARE, AND EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS WITH REGARD TO ANY SUCH ACTION OR PROCEEDING FOR ITSELF AND IN RESPECT TO ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, COUNTERCLAIM, OR OTHERWISE, IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, (A) ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE NAMED COURT FOR ANY REASON OTHER THAN THE FAILURE TO SERVE PROCESS IN ACCORDANCE WITH THIS SECTION 5, (B) THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURT (WHETHER THROUGH JUDGMENT OR OTHERWISE), AND (C) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THAT (I) THE SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (II) THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER AND (III) THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURT. EACH PARTY HERETO WAIVES ALL PERSONAL SERVICE OF ANY AND ALL PROCESS UPON SUCH PARTY RELATED TO THIS AGREEMENT AND CONSENTS THAT ALL SERVICE OF PROCESS UPON SUCH PARTY SHALL BE MADE BY HAND DELIVERY, CERTIFIED MAIL OR CONFIRMED TELECOPY DIRECTED TO SUCH PARTY AT THE ADDRESS SPECIFIED IN SECTION

11.1 OF THE PURCHASE AGREEMENT; AND SERVICE MADE BY CERTIFIED MAIL SHALL BE COMPLETE SEVEN (7) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7. **Amendment.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all of the Parties hereto.

8. **No Third-Party Beneficiaries.** The Parties hereby agree that there are no third party beneficiaries to this Agreement, including employees or former employees (including any beneficiary or dependent thereof) of the Company, the Subsidiary, any of the Affiliated Acquired Companies or any Seller, unions or other Representatives of such employees or former employees, or trustees, administrators, participants, or beneficiaries of any Plan.

9. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

10. **Headings.** The headings of the various Sections of this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date set forth above.

KERRY LUXEMBOURG S.À.R.L.

Name:
Title:

RED ARROW PRODUCTS COMPANY LLC

By:
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

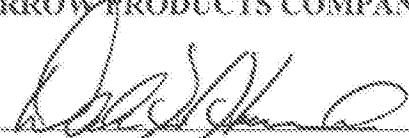
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IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date set forth above.

KERRY LUXEMBOURG S.À.R.L.

By: _____
Name: _____
Title: _____

RED ARROW PRODUCTS COMPANY LLC

By:  _____
Name: Dale H. Hanke
Title: President

Schedule 1

See attached.

	Country	Patent Title	Patent No.	Issue Date	Owner
5.	United States	Article and method for browning and flavoring foodstuffs	6884446	April 26, 2005	Red Arrow Products Company LLC
6.	United States	Article and method for browning and flavoring foodstuffs	7282229 (Divisional of 6884446)	October 16, 2007	Red Arrow Products Company LLC

4. Registered Trademarks (and Applications for Registered Trademarks)

	Country	Trademark	App./Reg. No.	Filing/Issue Date	Goods/Services	Owner
1.	Canada	ARO-SMOKE	AN: 0450632 RN: TMA278623	Filed:February 27, 1980 Registered:April 8, 1983 Renewal: April 8, 2028	(Int'l Class Class: 30) Wares: (1) Food flavouring, namely, a solution of wood smoke flavors in a liquid emulsifier.	Red Arrow Products Company LLC
2.	Canada	CHARSOL	AN: 0288542 RN: TMA 143684	Filed:April 5, 1965 Registered:January 28, 1966 Renewal: January 28, 2026	(Int'l Class Class: 30) Wares: (1) Aqueous solution of wood smoke flavors for food purposes.	Red Arrow Products Company LLC
3.	Canada	CHAR-ZYME	AN: 0288541 RN: TMA 143683	Filed:April 5, 1965 Registered:January 28, 1966 Renewal: January 28, 2026	(Int'l Class Class: 30) Wares: (1) A smoke flavored malt seasoning for food purposes.	Red Arrow Products Company LLC
4.	Canada	GRILLIN'	AN: 0549416 RN: TMA 328319	Filed:September 18, 1985 Registered:June 5, 1987 Renewal: June 5, 2017	(Int'l Class Class: 05, 30) Wares: (1) Blend of natural flavours in solid granular form for use in foods to impart a smoky grilled meat flavor.	Red Arrow Products Company LLC

	Country	Trademark	App./Reg. No.	Filing/Issue Date	Goods/Services	Owner
5.	Canada	POW-R-SMOKER	AN: 0597742 RN: TMA 360595	Filed:December 23, 1987 Registered:October 20, 1989 Renewal: October 20, 2019	(Int'l Class Class: 07, 29, 31) Wares: (1) Equipment to atomize a liquid solution of wood smoke flavours into a smoke house chamber to smoke flavour meat, fish and other foodstuffs therein.	Red Arrow Products Company LLC
6.	Japan	GRILLIN'	AN: 1985- 108183 RN: 2054088	Registered:June 24, 1988 Renewal: June 24, 2018	(Int'l Class: 03) Mixing perfume, perfume oil from the food, perfume and other species (Int'l Class: 30) Food flavoring (excluding oil).	Red Arrow Products Company LLC
7.	United States	AROSMOKE	AN:73-233447 RN:1,198,146	Filed:October 1, 1979 Registered:June 15, 1982 Renewal: June 15, 2022	(Int'l Class: 30) Solution of wood smoke flavors in a liquid emulsifier	Red Arrow Products Company LLC
8.	United States	CHARDEX	AN:74-667092 RN:1,972,767	Filed:April 28, 1995 Registered:May 7, 1996 Renewal: May 7, 2016	(Int'l Class: 30) Food flavoring, namely maltodextrin smoke flavoring in the particulate form	Red Arrow Products Company LLC
9.	United States	CHARDEX	AN:73-003020 RN:1,009,226	Filed:October 9, 1973 Registered:April 22, 1975 Renewal: April 22, 2025	(Int'l Class: 30) Smoke flavored dextrin product in particulate form, primarily used in the manufacture of food products	Red Arrow Products Company LLC

	Country	Trademark	App./Reg. No.	Filing/Issue Date	Goods/Services	Owner
10.	United States	CHAROIL	AN:72-213159 RN:810,836	Filed:March 2, 1965 Registered:July 5, 1966 Renewal: July 5, 2016	(Int'l Class: 29) Smoke flavored edible oil	Red Arrow Products Company LLC
11.	United States	CHARSOL	AN:72-105307 RN:722,312	Filed:September 27, 1960 Registered:October 3, 1961 Renewal: October 3, 2021	(Int'l Class: 29) Aqueous solution of wood smoke flavors for food purposes	Red Arrow Products Company LLC
12.	United States	CHARSOL SUPREME	AN:73-490421 RN:1,337,023	Filed:July 18, 1984 Registered:May 21, 1985 Renewal: May 21, 2025	(Int'l Class: 30) Aqueous solution of natural wood smoke, flavors used for food purposes	Red Arrow Products Company LLC
13.	United States	CHARTOR	AN:72-167164 RN:767,658	Filed:April 19, 1963 Registered:March 31, 1964 Renewal: March 31, 2024	(Int'l Class: 30) Edible smoke-flavored yeast	Red Arrow Products Company LLC
14.	United States	CHARZYME	AN:72-052926 RN:674,283	Filed:June 4, 1958 Registered:February 17, 1959 Renewal: February 17, 2019	(Int'l Class: 30) Smoke flavored malt seasoning	Red Arrow Products Company LLC
15.	United States	GRILLIN'	AN:76-428005 RN:2,788,265	Filed:July 8, 2002 Registered:December 2, 2003 Renewal: December 2, 2023	(Int'l Class: 30) Flavor additives for non-nutritional purposes	Red Arrow Products Company LLC
16.	United States	GRILLIN'	AN:73-548277 RN:1,397,825	Filed:July 16, 1985 Registered:June 17, 1986 Renewal: June 17, 2016	(Int'l Class: 30) Blend of natural flavors in solid granular form for use in foods to impart a smoky grilled meat flavor	Red Arrow Products Company LLC

	Country	Trademark	App./Reg. No.	Filing/Issue Date	Goods/Services	Owner
17.	United States	MAILLOSE	AN:74-085122 RN:1,696,739	Filed:August 6, 1990 Registered:June 23, 1992 Renewal: June 23, 2022	(Int'l Class: 2) Colorants for use in the manufacture of food	Red Arrow Products Company LLC
18.	United States	NUGEN	AN:85-790031 RN:4,371,667	Filed:November 29, 2012 Registered:July 23, 2013 Use Declaration: July 23, 2019	(Int'l Class: 1) Collagen film for food production and food processing; non-nutritive protein gels or slurries used in food processing to form an edible casing on food products	Red Arrow Products Company LLC
19.	United States	POWRDRENCH	AN:74-403043 RN:1,894,534	Filed:June 18, 1993 Registered:May 16, 1995 Renewal: May 16, 2025	(Int'l Class: 7) Drenching unit used to apply a solution of wood smoke flavors onto the surface of processed meat, fish and other foodstuffs prior to introduction into a smoke house chamber to smoke flavor meat, fish and other foodstuffs therein and thereby eliminate the wood from smoking	Red Arrow Products Company LLC

	Country	Trademark	App./Reg. No.	Filing/Issue Date	Goods/Services	Owner
20.	United States	POWRSMOKER	AN:73-677907 RN:1,486,062	Filed:August 12, 1987 Registered:April 26, 1988 Renewal: April 26, 2018	(Int'l Class: 11) Atomizing unit used to atomize a solution of wood smoke flavors into a smoke house chamber to smoke flavor meat, fish and other food stuffs therein	Red Arrow Products Company LLC
21.	United States	RED ARROW	AN:78-789066 RN:3,180,580	Filed:January 11, 2006 Registered:December 5, 2006 Renewal December 5, 2016	(Int'l Class: 3) Food flavorings being essential oils (Int'l Class: 30) Flavored edible gels; flavoring additives for non-nutritional purposes; food additives for non-nutritional purposes for use as an ingredient, as a browning agent for food, or as a smoke-flavoring agent for food	Red Arrow Products Company LLC
22.	United States	SMOKEHOUSE NATURALS	AN: 86-491705 RN: 4,774,525 (Supplemental Register)	Filed: December 29, 2014 Registered: July 14, 2015 Declaration Use: July 14, 2021	(Int'l Class: 30) Food flavourings; smoke flavorings for use in preparing food; and polysorbate for use as a non-nutritional food flavoring for use in preparing food; all of the foregoing being primarily used for products other than nuts	Red Arrow Products Company LLC

	Country	Trademark	App./Reg. No.	Filing/Issue Date	Goods/Services	Owner
23.	Venezuela	RED ARROW	AN: 2007-006231 RN: P293700	Filed: March 27, 2007 Registered: May 6, 2009 Renewal: May 6, 2024	(Int'l Class: 01) Liquid product that gives to color and flavor to foods.	Red Arrow Products Company LLC
24.	WIPO • European Community • Japan	RED ARROW	RN: 911954	Registered: July 11, 2006 Renewal: July 11, 2016	(Int'l Class: 03) Food flavorings, food flavorings being essential oils. (Int'l Class: 18) Edible gel for food casings (Int'l Class: 30) Flavoring additives for non-nutritional purposes, food additives for non-nutritional purposes or for use as an ingredient.	Red Arrow Products Company LLC

	Country	Trademark	App./Reg. No.	Filing/Issue Date	Goods/Services	Owner
25.	Germany	RAUCH QUALITÄTSGARA NTIE Logo	RN: 302010057640	Filed: October 5, 2010 Registered: April 14, 2011 Renewal: April 14, 2021	(Translation) (Int'l Class: 29) Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies (jellies), jams, compotes; eggs, milk and milk products; edible oils and fats (Translation) (Int'l Class: 40) Food smoking. (Translation) (Int'l Class: 42) Scientific and technological services and research and design relating thereto; industrial analysis and research services, quality inspection	Red Arrow Handels- GmbH

5. Common Law (Unregistered) Trademarks

	Trademark	Goods/Services	Owner
1.	CONDENSED NATURAL SMOKE	Barbecue dry rub; barbecue sauce; spice rubs	Red Arrow Products Company LLC
2.	ECOSMOKE Logo	Automated smoke generators; smoke house accessories	Red Arrow Handels-GmbH