

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmar Nature Pte. Ltd.		11/06/2017	Corporation: SINGAPORE
RECEIVING PARTY DATA			
Name:	Wilmar Trading Pte. Ltd.		
Street Address:	56 Neil Road		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	088830		
Entity Type:	Corporation: SINGAPORE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4193509	GOLDEN PALM	
Registration Number:	5444232	GOLDEN PALM	
CORRESPONDENCE DATA			
Fax Number:	3035714321		
<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:	303-571-4000		
Email:	denverteas@kilpatricktownsend.com		
Correspondent Name:	David E. Sipiora		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	1029217		
DOMESTIC REPRESENTATIVE			
Name:	David E. Sipiora		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	David E. Sipiora		
SIGNATURE:	/des/		
DATE SIGNED:	04/17/2018		

OP \$65.00 4193509

Total Attachments: 6

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NOTARIAL CERTIFICATE

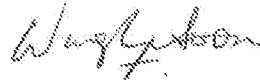
TO ALL TO WHOM THESE PRESENTS SHALL COME

I, **WONG LUP SOON**, a NOTARY PUBLIC duly authorised, appointed and practising in the Republic of Singapore DO HEREBY CERTIFY AND ATTEST that I was present on the 6th day of November 2017 at Singapore aforesaid and did then and there see the attached "DEED OF ASSIGNMENT": -

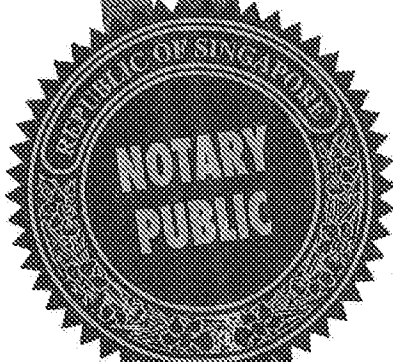
1. duly sealed with the Common Seal of **WILMAR NATURE PTE. LTD.** and signed by **NAPOLEON CANLAS PEFIANCO** (in his capacity of a Director of **WILMAR NATURE PTE. LTD.**) who is duly authorised by **WILMAR NATURE PTE. LTD.** to sign the said DEED OF ASSIGNMENT. AND I ALSO CERTIFY that the seal affixed to the said DEED OF ASSIGNMENT is the Common Seal of **WILMAR NATURE PTE. LTD.** and was so affixed in due form and in accordance with the Articles of Association of **WILMAR NATURE PTE. LTD.** AND THAT the name or signature of **NAPOLEON CANLAS PEFIANCO** subscribed to the said DEED OF ASSIGNMENT is of the proper handwriting of the said **NAPOLEON CANLAS PEFIANCO**.
2. duly sealed with the Common Seal of **WILMAR TRADING PTE LTD** and signed by **SNG MIOW CHING** (in her capacity of a Director of **WILMAR TRADING PTE LTD**) who is duly authorised by **WILMAR TRADING PTE LTD** to sign the said DEED OF ASSIGNMENT. AND I ALSO CERTIFY that the seal affixed to the said DEED OF ASSIGNMENT is the Common Seal of **WILMAR TRADING PTE LTD** and was so affixed in due form and in accordance with the Articles of Association of **WILMAR TRADING PTE LTD** AND THAT the name or signature of **SNG MIOW CHING** subscribed to the said DEED OF ASSIGNMENT is of the proper handwriting of the said **SNG MIOW CHING**.

IN TESTIMONY WHEREOF I, the said NOTARY have hereunto subscribed my name and affixed my seal of office this 6th day of November 2017.

WHICH I ATTEST



NOTARY PUBLIC
SINGAPORE



TRADEMARK

REEL: 006315 FRAME: 0887

DEED OF ASSIGNMENT

THIS ASSIGNMENT is made on 6 November 2017

BETWEEN:

- (1) **WILMAR NATURE PTE. LTD.** (Company Registration No. 201617115Z), a company incorporated in Singapore and having its office at 56 Neil Road, Singapore 088830 (hereinafter referred to as the "Assignor");

AND

- (2) **WILMAR TRADING PTE. LTD.** (Company Registration No. 198802023W), a company incorporated in Singapore and having its office at 56 Neil Road, Singapore 088830 (hereinafter referred to as the "Assignee").

WHEREAS:

- A. The Assignor is the proprietor of the registered trade marks as set out in Schedule A ("**Trade Marks**") and pending trade mark applications as set out in Schedule B ("**Trade Mark Applications**") respectively, attached to this Deed of Assignment ("**Deed of Assignment**").
- B. The Assignor is desirous of assigning the Trade Marks and Trade Mark Applications to the Assignee and the Assignee has agreed to accept such assignment upon the terms and conditions set out in this Deed of Assignment.

IT IS HEREBY AGREED AS FOLLOWS:

1. Pursuant to this Deed of Assignment and in consideration of the sum of [REDACTED] now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledged), the Assignor hereby assigns, with effect from 10 October 2017 (the "**Effective Date**"), to the Assignee with the full title and legal and beneficial rights, title and interest in and to the Trade Marks and Trade Mark Applications, including without limitation, all statutory and common law rights, privileges and advantages attaching thereto together with any goodwill attaching to the Trade Marks and Trade Mark Applications (including all devices, signs, and symbols where used as trade marks belonging to or used by them) to hold unto the Assignee absolutely free from encumbrances.
2. The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks and Trade Mark Applications and the goodwill of the business in which the Trade Marks and Trade Mark Applications have been used by the Assignor or its licensees (if any).

3. This Assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks and/or Trade Mark Applications (including proceedings against any third party for infringement or for passing off in respect of the Trade Marks and/or Trade Mark Applications or for otherwise infringing the rights of the Assignor in the Trade Marks and/or Trade Mark Applications whether before or after the Effective Date) and to retain any damages obtained as a result of such action. The Assignor agrees and undertakes to provide to the Assignee (at its request) all such assistance with any proceedings that may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and/or Trade Mark Applications.

4. The Assignor agrees with the Assignee that at the direction and expense of the Assignee to execute any further documents and to do any such act and thing that the Assignee may reasonably require to enable the Assignee to become registered as the proprietor of the Trade Marks and Trade Mark Applications, and to secure the benefits of the rights hereby assigned.

5. The Assignor hereby warrants that:
 - 5.1 it is the proprietor of the Trade Marks and Trade Mark Applications and has the full power to enter into this Assignment;
 - 5.2 the Trade Marks and Trade Mark Applications are free from all charges, liens, equities and encumbrances;
 - 5.3 it has not, either by act or omission caused and permitted anything to be done which might endanger the validity of the Trade Marks and Trade Mark Applications or the ability of the Assignee to register this Assignment; and
 - 5.4 it has not knowingly withheld from the Assignee knowledge of any circumstances that may endanger the validity of the Trade Marks and Trade Mark Applications or the ability of the Assignee to register this Assignment.

6. The Assignor hereby agrees to indemnify, and to keep the Assignee indemnified, against all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisers to compromise or settle any claim) and all legal costs and other expenses arising out of any breach of the warranties as provided in Clause 5 above or out of any claims by a third party based on any facts which if substantiated would constitute such a breach.

7. The Assignee shall bear all fees, costs and disbursements (including stamp duty payable on this Assignment, if any) whatsoever which may be incurred in respect of the assignment of the Trade Marks and Trade Mark Applications to the Assignee. Each party shall bear its own legal costs in respect of the preparation and completion of this Assignment.
8. Any person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Assignment, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9. This Assignment shall be governed by the laws of the Republic of Singapore and the parties hereto submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

IN WITNESS WHEREOF this Assignment has been executed and delivered the date and year first above written.

The Common Seal of
WILMAR NATURE PTE. LTD.
 was hereunto affixed in the presence of

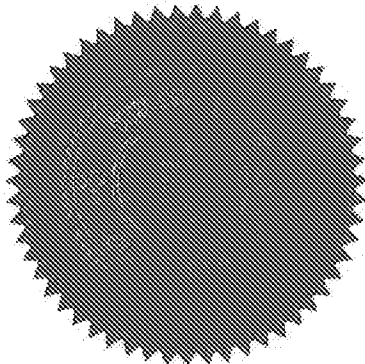


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 Name : Napoleon Canlas Pefianco
 Title : Director

 Name :
 Title :

The Common Seal of
WILMAR TRADING PTE LTD
 was hereunto affixed in the presence of



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 Name : Sng Miow Ching
 Title : Director

 Name :
 Title :

Schedule A

Trademark	Country	Registration Number	Expiry Date	Class	TM_Status
Pelican & device	China	14364846	20.05.2025	29	Registered
佰利健 & device	China	14402724	06.10.2025	29	Registered
GOLDEN PALM	Malaysia	2011000605	11.01.2021	29	Registered
Pelican & device (in series of 2, B&W and color)	Malaysia	2014055171	08.04.2024	29	Registered
Pelican & device (in series of 2, B&W and color)	Malaysia	2015066593	05.10.2025	29	Registered
FRESH N' FRY & device	Singapore	T1314123J	02.09.2023	29	Registered
GOLDEN PALM	Singapore	T1100218G	07.01.2021	29	Registered
Pelican & device (in series of 2, B&W and color)	Singapore	40201502890Q	17.02.2025	29	Registered
Pelican & device (in series of 2, B&W and color)	Singapore	T1405316E	08.04.2024	29	Registered
GOLDEN PALM & device	USA	85459148	21.08.2022	29	Registered
Pelican & device	USA	86544224	05.01.2026	29	Registered
Pelican & device	USA	86251278	08.04.2025	29	Registered

Schedule B

Trademark	Country	Application Number	Class	TM_Status
Pelican & device	China	18248588	29	Pending
Pelican 佰利佳 & device	China	19841551	29	Pending
GOLDEN PALM	Indonesia	D00.2011.000723	29	Pending
Pelican & device	Indonesia	D00-2015-04860	29	Pending
FRESH N' FRY & device	Malaysia	2013059471	29	Pending
Pelican & device	Taiwan	106011578	29	Pending
Pelican 佰利佳 & device	Taiwan	105025193	29	Pending
GOLDEN PALM & device	USA	87225511	29	Pending