

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foremost Farms USA, Cooperative		05/03/2018	membership cooperative: WISCONSIN
RECEIVING PARTY DATA			
Name:	Kerry Luxembourg S.à.r.l. société à responsabilité limitée (sarl)		
Street Address:	17 rue Antoine Jans		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1820		
Entity Type:	société à responsabilité limitée (sarl): LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1685880	FAST FLO	
Registration Number:	2539644	AERO FLO	
Registration Number:	5414669	REDDI FLO	
CORRESPONDENCE DATA			
Fax Number:	2023314308		
<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:	202.293.7060		
Email:	tm@sughrue.com, vmullineaux@sughrue.com		
Correspondent Name:	Jody H. Drake/Sughrue Mion, PLLC		
Address Line 1:	2100 Pennsylvania Avenue NW,		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	D5073		
DOMESTIC REPRESENTATIVE			
Name:	Jody H. Drake/Sughrue Mion, PLLC		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20037		

OP \$90.00 1685880

NAME OF SUBMITTER:	Jody. H. Drake
SIGNATURE:	/Jody H. Drake/
DATE SIGNED:	05/30/2018
Total Attachments: 6 source=D5073TrademarkAssignmentasfiled#page1.tif source=D5073TrademarkAssignmentasfiled#page2.tif source=D5073TrademarkAssignmentasfiled#page3.tif source=D5073TrademarkAssignmentasfiled#page4.tif source=D5073TrademarkAssignmentasfiled#page5.tif source=D5073TrademarkAssignmentasfiled#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of the 7th day of May, 2018 by and between Foremost Farms USA, Cooperative, a Wisconsin membership cooperative (“**Assignor**”), and Kerry Luxembourg S.à r.l., a Luxembourg société à responsabilité limitée (“**Assignee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of the 5th day of March, 2018, by and among Assignor, Assignee and Kerry Biofunctional Ingredients Inc. (the “**Purchase Agreement**”).

RECITALS

WHEREAS, Assignor, Assignee and Kerry Biofunctional Ingredients Inc. are parties to the Purchase Agreement; and

WHEREAS, this Agreement is made and delivered pursuant to, inter alia, Section 1.4(a)(iii) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires, accepts and assumes from Assignor, all worldwide right, title and interest in, to and under the trademark and/or service mark registrations and application identified on Annex 1 attached hereto, including, without limitation, any and all common law rights thereto and the goodwill of the Business symbolized thereby (collectively, the “**Trademarks**”), together with Assignor’s worldwide right to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership and/or registration of the Trademarks.

2. **Authorization**. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices, as applicable) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. **Governing Agreement**. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any

of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

4. **Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. **Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Wisconsin.

7. **Counterparts.** This Agreement may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, both of which when taken together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed as of the date first set forth above.

ASSIGNEE:

KERRY LUXEMBOURG S.A.R.L.

By: *Shane Coffey*

Name: **Shane Coffey**

Title: **Class B Manager**

By: *Tom Murphy*

Name: **Tom Murphy**

Title: **Class A Manager**

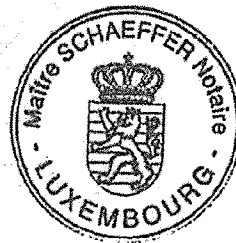
Luxembourg
County of Luxembourg

This document was signed before me by SHANE COFFEY AND TOM MURPHY on this 3RD day of July, 2018.

Schaeffer
Notary Signature

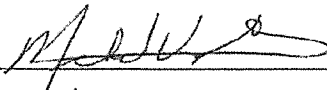
Notary Expiration Date: _____

Notary Seal:



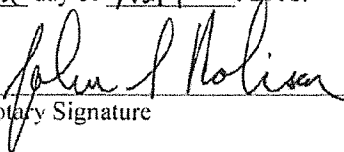
ASSIGNOR:

FOREMOST FARMS USA, COOPERATIVE

By: 
Name: MICHAEL V. DOYLE
Title: PRESIDENT / CEO

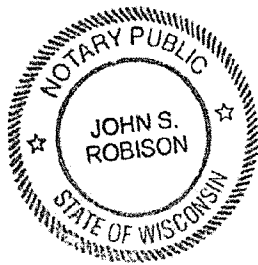
State of Wisconsin
County of Sauk

This document was signed before me by MICHAEL V. DOYLE on this
2d day of May, 2018.


Notary Signature

Notary Expiration Date: PERMANENT.

Notary Seal:



ANNEX 1

Trademarks

Country	Trademark Name	Status	App./Reg. No.	Filing/Reg Date	Goods
US	AERO FLO®	Registered	2,539,644	19-Feb-2002	05 Int. Inhalation lactose for dry powder inhalers
US	FAST FLO®	Registered	1,685,880	12-May-1992	01 Int. Lactose, namely, excipient lactose for use as a carrier in pharmaceuticals
US	REDDI FLO	Registered	5,414,669	27-Feb-2018	01 Int. lactose for industrial purposes; lactose, namely excipient lactose for use as a carrier in pharmaceuticals
AU	REDDI FLO	Published	1895340	18-Dec-2017	01 Int. Chemicals used in the manufacture of pharmaceuticals and medicines; lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals
BR	REDDI FLO	Published	913964000	27-Dec-2017	01 Int. lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals
CN	REDDI FLO	Pending	Not Available	22-Dec-2017	01 Int. lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals
EM	REDDI FLO	Pending	17611294	18-Dec-2017	01 Int. Lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals.

Country	Trademark Name	Status	App./Reg. No.	Filing/Reg Date	Goods
IN	REDDI FLO	Pending	3706331	19-Dec-2017	01 Int. lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals
ID	REDDI FLO	Pending	D002017068960	22-Dec-2017	01 Int. lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals
JP	REDDI FLO	Pending	2017166083	19-Dec-2017	01 Int. Lactose for industrial purposes; chemicals; excipient lactose for use as a carrier in pharmaceuticals; lactose for pharmaceutical purposes; excipient; pharmaceutical preparations and substances
MX	REDDI FLO	Pending	1988876	19-Dec-2017	01 Int. lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals
KR	REDDI FLO	Pending	40-2017-0166885	27-Dec-2017	01 Int. lactose for industrial purposes; lactose, namely, excipient lactose for use as a carrier in pharmaceuticals; chemical preparations for use in the manufacture of pharmaceuticals; chemical additives for use in the manufacture of pharmaceuticals;