

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.A. Sharwood & Co Limited		01/01/2010	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Premier Foods Group Limited		
Street Address:	Premier House, Centrium Business Park, Griffiths Way		
City:	St Albans, Hertfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	AL1 2RE		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0542926	"GREEN LABEL"	
CORRESPONDENCE DATA			
Fax Number:	(703)273-7684		
Phone:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA8663		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$40.00 0542926

900204302

**TRADEMARK
 REEL: 004639 FRAME: 0480**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Ronald E. Shapiro

Signature:

/Ronald E. Shapiro/

Date:

10/11/2011

Total Attachments: 4

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IP ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated 1 January 2010

PARTIES

- (1) J.A. Sharwood & Co Limited incorporated and registered in England and Wales with company number 00062450 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
"GREEN LABEL"	United States of America	542926	46
GREEN LABEL	Portugal	204222	30
GREEN LABEL	South Africa	6319482	30
GREEN LABEL	South Africa	6319481	29
GREEN LABEL	Benelux Trademark/Design Office (BBM/BBDM)	78802	30, 29
GREEN LABEL	Greece (Hellenic Republic)	63746	29, 30
GREEN LABEL	Canada	157628	1
GREEN LABEL	Denmark	33751967	29
GREEN LABEL	France	1417685	29
GREEN LABEL	Spain	912322	30
SHARWOOD'S GREEN LABEL device 1978	Germany	984911	30
SHARWOOD'S with Arabic equivalent	Qatar	2343	30, 29
SHARWOOD'S	United States of America	1256265	29, 30
SHARWOOD'S	Zambia	60865	30
SHARWOOD'S	South Africa	B562062	30
SHARWOOD'S	Sweden	129363	30
SHARWOOD'S	Switzerland	343735	29
SHARWOOD'S	Norway	77683	30
SHARWOOD'S	Portugal	153927	30
SHARWOOD'S	Peru	11511	30
SHARWOOD'S	Peru	11512	29
SHARWOOD'S	New Zealand	87676	30
SHARWOOD'S	Singapore	T6946700Z	30
SHARWOOD'S	Malaysia	12968	30
SHARWOOD'S	Malaysia	8377	30
SHARWOOD'S	Germany	821979	30, 29
SHARWOOD'S	France	1318888	29, 30
SHARWOOD'S	Hong Kong	1971B1054	30
SHARWOOD'S	Iceland	251979	30
SHARWOOD'S	Benelux Trademark/Design Office (BBM/BBDM)	89022	30, 31, 5, 29
SHARWOOD'S	Greece (Hellenic Republic)	63745	30, 29
SHARWOOD'S	Cyprus	19155	30
SHARWOOD'S	Bermuda	8672	30
SHARWOOD'S	Canada	142545	0
SHARWOOD'S	Chile	601037	29, 30
SHARWOOD'S	Denmark	14211966	29
SHARWOOD'S	Australia	912139	29, 30, 43
SHARWOOD'S	Australia	310156	30
SHARWOOD'S	Japan	2719029	29, 30
SHARWOOD'S	Australia	310155	29
SHARWOOD'S	Argentina	1393555	30
SHARWOOD'S	Malaysia	M52477	30

SHARWOOD'S	Bahrain	4466	30
SHARWOOD'S	Barbados	815116	30
SHARWOOD'S	Spain	580227	30
SHARWOOD'S	Saudi Arabia	7447	30
SHARWOOD'S Stylised	Office of Harmonization in the Markets (OHIM)	1522036	29, 30, 42
STIR UP SOME PASSION	Australia	972747	29, 30, 43
STIRRING STUFF	Australia	1010190	43, 30, 29
SWEET SLICED MANGO GREEN LABEL CHUTNEY	Australia	198383	30

Part 2. Trade Mark Applications

N/A

Part 3. Registered Patents

N/A

Part 4. Patent Applications

N/A

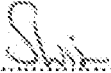
Part 5. Registered Designs

N/A

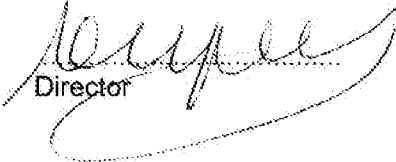
Part 6. Design Applications

N/A

Signed by SUZANNE ELIZABETH
WISE
for and on behalf of
J.A. Sharwood & Co Limited


.....
Director

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


.....
Director