

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Global Prime Foods, Inc. | | 09/08/2011 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | BioAsia Limited | | |
| Street Address: | Sukhumvit 71 Rd., Klongton-Nua | | |
| Internal Address: | 1000/30 P.B. Tower, 9th Floor | | |
| City: | Wattana, Bangkok | | |
| State/Country: | THAILAND | | |
| Postal Code: | 10110 | | |
| Entity Type: | COMPANY: THAILAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77726578 | SIMPLY RICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (503)222-9981 | | |
| Phone: | (503) 222-9981 | | |
| Email: | trademarks@schwabe.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: | Michael A. Cohen | | |
| Address Line 1: | 1211 SW Fifth Avenue | | |
| Address Line 2: | Suite 1600 | | |
| Address Line 4: | Portland, OREGON 97204 | | |
| ATTORNEY DOCKET NUMBER: | 123046-179356 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |

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Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

| | |
|---|-------------------|
| NAME OF SUBMITTER: | Michael A. Cohen |
| Signature: | /michael a cohen/ |
| Date: | 02/16/2012 |
| Total Attachments: 4 source=from Global Prime to BioAsia - Executed Trade-Mark Assignment Agreement#page1.tif source=from Global Prime to BioAsia - Executed Trade-Mark Assignment Agreement#page2.tif source=from Global Prime to BioAsia - Executed Trade-Mark Assignment Agreement#page3.tif source=from Global Prime to BioAsia - Executed Trade-Mark Assignment Agreement#page4.tif | |

TRADE-MARK ASSIGNMENT AGREEMENT

THIS TRADE-MARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of September 8, 2011 (the “**Effective Date**”),

BETWEEN:

GLOBAL PRIME FOODS, INC., a Canadian corporation with a business address of 750 – 999 Canada Place, Vancouver, British Columbia, V6C 3E1

(hereinafter the “**Assignor**”)

AND:

BIOASIA LIMITED, a company organized under the laws of Thailand with a business address of 1000/30 P.B. Tower 9th Floor, Sukhumvit 71 Rd., Klongton-Nua, Wattana, Bangkok, 10110, Thailand

(hereinafter the “**Assignee**”)

(the Assignor and the Assignee are hereinafter referred to as, collectively, the “**Parties**” and, individually, a “**Party**”)

WHEREAS:

- A. The Assignor is the owner of a United States Trade-mark application serial no. 77/726,578 (the “**US Application**”) and a Canada Trade-mark registration no. TMA796116 (the “**Canada Registration**”) in connection to the brand known as SIMPLY RICE. (The US Application and the Canada Registration are collectively the “**Trade-mark**”).
- B. Assignor is selling to Assignee its ongoing and existing business, or portion thereof, to which the Trade-mark pertains.
- C. As part of Assignor’s sale to Assignee of its ongoing and existing business, or portion thereof, to which the Trade-mark pertains, the Assignor wishes to assign, sell and transfer unto the Assignee the Trade-mark, subject to the terms set forth below.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ASSIGNMENT

- 1.1 For USD \$25,000 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee’s benefit and the benefit of its successors and assigns, all rights, title and interest in and to the Trade-mark, including, without limitation, all

common law rights and the goodwill associated with the Trade-mark in the United States and Canada, including all applications and registrations in respect thereof. The Assignor will also transfer ownership of the domain name "www.simplyrice.ca". The Assignor agrees not to oppose any application by the Assignee for the Trade-mark in any country.

- 1.2 Notwithstanding anything else set forth herein, neither the US Application nor any rights related to the Trademark in the United States shall be transferred to the Assignee until such time as the Assignor has filed a Statement of Use with respect to the US Application (the "US SOU"), such that at the time that the US Application is transferred by the Assignor to the Assignee, the US Application is no longer an "intent to use" application. In furtherance of the foregoing, concurrent with the Effective Date, the Assignor and the Assignee have entered into an Exclusive Trademark License Agreement, in order to permit the Assignee to take such actions (under license from the Assignor) as shall enable the Assignor to file the US SOU.

2. COMMITMENTS

- 2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-mark and any applications or registrations in respect thereof, including but not limited with respect to the filing of the US SOU, which shall be signed and delivered by an authorized representative of the Assignor when reasonably requested by the Assignee.

3. GENERAL PROVISIONS

- 3.1 Representations and Warranties of the Assignor. The Assignor represents and warrants that, to the best of its knowledge:
- a. The Assignor is the sole owner of all right, title, and interest in the Trade-mark;
 - b. In the best knowledge of the Assignor, there are no liens, encumbrances, or any other third party interests or claims to the Trade-mark;
 - c. The Assignor has not granted any license or right to use the Trade-mark (other than to the Assignee);
 - d. The Assignor has not received any written demand, claim, notice or inquiry from any person in respect of the Trade-mark which challenges or threatens to challenge the rights of the Assignor in, or the right of the Assignor to use, the Trade-mark;
 - e. The Assignor is not subject to any judicial decree, order, judgment, stipulation, or agreement with a third party restricting in any manner the ownership, use, sale, or licensing of the Trade-mark or any products or service utilizing the Trade-mark;
 - f. the execution and consummation of this Agreement will not violate or breach any agreement to which Assignor is a party, or, in the best

knowledge of the Assignor, require the consent or approval of any third party; and

- g. Notwithstanding anything else contained herein, the Assignor and the Assignee agree that the Assignor is making no representations or warranties except for those expressly stated herein and, without limiting the generality of the foregoing, the Assignor is making no representation or warranty whatsoever as to the validity, registrability, or enforceability of the Trade-mark, or that the use of the Trade-mark will be free from challenge, objection, or infringement claims in countries around the world.

3.2 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.3 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

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

3.5 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.6 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the first date noted above.

GLOBAL PRIME FOODS, INC.

BIOASIA LIMITED

Per: _____

Authorized Signatory

Per: _____

Authorized Signatory

knowledge of the Assignor, require the consent or approval of any third party; and

g. Notwithstanding anything else contained herein, the Assignor and the Assignee agree that the Assignor is making no representations or warranties except for those expressly stated herein and, without limiting the generality of the foregoing, the Assignor is making no representation or warranty whatsoever as to the validity, registrability, or enforceability of the Trade-mark, or that the use of the Trade-mark will be free from challenge, objection, or infringement claims in countries around the world.

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DATED AND EFFECTIVE as of the first date noted above.

GLOBAL PRIME FOODS, INC.

BIOASIA LIMITED

Per: _____
Authorized Signatory

Per:  _____
Authorized Signatory