

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																														
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>BIOASIA LIMITED</td> <td></td> <td>02/29/2012</td> <td>COMPANY: THAILAND</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	BIOASIA LIMITED		02/29/2012	COMPANY: THAILAND																				
Name	Formerly	Execution Date	Entity Type																												
BIOASIA LIMITED		02/29/2012	COMPANY: THAILAND																												
RECEIVING PARTY DATA																															
<table border="1"> <tr> <td>Name:</td> <td colspan="3">SIMPLY RICE INTERNATIONAL, INC.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">12100 Wilshire Blvd.</td> </tr> <tr> <td>Internal Address:</td> <td colspan="3">Suite 800</td> </tr> <tr> <td>City:</td> <td colspan="3">Los Angeles</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">90025</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">CORPORATION: DELAWARE</td> </tr> </table>				Name:	SIMPLY RICE INTERNATIONAL, INC.			Street Address:	12100 Wilshire Blvd.			Internal Address:	Suite 800			City:	Los Angeles			State/Country:	CALIFORNIA			Postal Code:	90025			Entity Type:	CORPORATION: DELAWARE		
Name:	SIMPLY RICE INTERNATIONAL, INC.																														
Street Address:	12100 Wilshire Blvd.																														
Internal Address:	Suite 800																														
City:	Los Angeles																														
State/Country:	CALIFORNIA																														
Postal Code:	90025																														
Entity Type:	CORPORATION: DELAWARE																														
PROPERTY NUMBERS Total: 1																															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77726578</td> <td>SIMPLY RICE</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	77726578	SIMPLY RICE																						
Property Type	Number	Word Mark																													
Serial Number:	77726578	SIMPLY RICE																													
CORRESPONDENCE DATA																															
Fax Number: (310)943-2471 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 310-550-8700 Email: dan@lapiduslaw.com Correspondent Name: Daniel C. Lapidus Address Line 1: 177 South Beverly Drive Address Line 2: Lapidus & Lapidus, PLC Address Line 4: 177 S. Beverly Dr., CALIFORNIA 90212																															
NAME OF SUBMITTER:	Daniel C. Lapidus																														
Signature:	/Daniel C. Lapidus/																														
Date:	03/29/2012																														
Total Attachments: 3 source=Simply Rice -- SIGNED Trade-Mark Assignment Agt - BioAsia-to-SRI (2-27-12)#page1.tif source=Simply Rice -- SIGNED Trade-Mark Assignment Agt - BioAsia-to-SRI (2-27-12)#page2.tif source=Simply Rice -- SIGNED Trade-Mark Assignment Agt - BioAsia-to-SRI (2-27-12)#page3.tif																															

OP \$40.00 77726578

## TRADE-MARK ASSIGNMENT AGREEMENT

**THIS TRADE-MARK ASSIGNMENT AGREEMENT** (this “**Agreement**”) is entered into as of February 29, 2012 (the “**Effective Date**”),

**BETWEEN:**

**BIOASIA LIMITED**, a company organized under the laws of Thailand with a business address of 1000/30 P.B. Tower 9<sup>th</sup> Floor, Sukhumvit 71 Rd., Klongton-Nua, Wattana, Bangkok, 10110, Thailand (hereinafter the “**Assignor**”)

**AND:**

**SIMPLY RICE INTERNATIONAL, INC.**, a Delaware corporation with a business address of 12100 Wilshire Blvd., Suite 800, Los Angeles, CA 90025

(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 with the brand known as SIMPLY RICE. (The US Application and the Canada Registration are collectively the “**Trade-mark**”.)
- B. Assignor is selling to Assignee the portion of its ongoing and existing business 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 good and valuable consideration, the receipt and sufficiency 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.

## 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 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 State of California, without reference to its conflict of laws provisions, and the laws of the United States applicable therein. All disputes arising under this Agreement will be referred to the courts of Los Angeles, California, 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.

**BIOASIA LIMITED**

Per: \_\_\_\_\_

Authorized Signatory

**SIMPLY RICE INTERNATIONAL, INC.**

Per: \_\_\_\_\_

Timothy O'Donnell, COO