

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			
Name	Formerly	Execution Date	Entity Type
J.A. Sharwood & Co Limited		05/14/2013	private limited company: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Premier Foods Group Limited
Street Address:	Premier House, Centrium Business Park,
Internal Address:	Griffiths Way, St. Albans
City:	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:	1256265	SHARWOOD'S

CORRESPONDENCE DATA	
Fax Number:	2159814750
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	215.981.4194
Email:	kennedyp@pepperlaw.com, jensenc@pepperlaw.com, catalanot@pepperlaw.com
Correspondent Name:	Paul J. Kennedy c/o Pepper Hamilton LLP
Address Line 1:	3000 Two Logan Square
Address Line 2:	18th and Arch Streets
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	138386.2
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DOMESTIC REPRESENTATIVE

OP \$40.00 1256265

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

NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	06/13/2013

Total Attachments: 4

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IP ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated 14 MAY 2013

PARTIES

- (1) J.A. Sharwood & Co Limited incorporated and registered in England and Wales with company number 62450 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
SHARWOOD'S	AUSTRALIA	912139	29 30 43
STIR UP SOME PASSION	AUSTRALIA	972747	29 30 43
STIRRING STUFF	AUSTRALIA	1010190	29 30 43
SWEET SLICED MANGO GREEN LABEL CHUTNEY	AUSTRALIA	198383	30
SHARWOOD'S	AUSTRALIA	310155	29
SHARWOOD'S	AUSTRALIA	310156	30
SHARWOOD'S	BAHRAIN	4466	30
SHARWOOD'S	BARBADOS	81/5116	30
GREEN LABEL	BENELUX	78802	29 30
SHARWOOD'S	BENELUX	89022	5 29 30 31
SHARWOOD'S	BERMUDA	8672	30
SHARWOOD'S	CANADA	142545	00
GREEN LABEL	CANADA	157628	1
SHARWOOD'S	CHILE	601037	29 30
SHARWOOD'S	CYPRUS	19155	30
SHARWOOD'S	DENMARK	1421/1966	29
GREEN LABEL	DENMARK	3375/1967	29
SHARWOOD'S	FRANCE	1318888	29 30
GREEN LABEL	FRANCE	1417685	29
SHARWOOD'S	GERMANY	821979	29 30
SHARWOOD'S GREEN LABEL DEVICE 1978	GERMANY	984911	30
SHARWOOD'S	GREECE	63745	29 30
GREEN LABEL	GREECE	63746	29 30
SHARWOOD'S	HONG KONG	1971B1054	30
SHARWOOD'S	ICELAND	25/1979	30
SHARWOOD'S	JAPAN	2719029	29 30
SHARWOOD'S	MALAYSIA	12968	30
SHARWOOD'S	MALAYSIA	M/52477	30
SHARWOOD'S	MALAYSIA	8377	30
SHARWOOD'S	NEW ZEALAND	87676	30
SHARWOOD'S	NORWAY	77683	30
SHARWOOD'S	PERU	11512	29
SHARWOOD'S	PERU	11511	30
SHARWOOD'S	PORTUGAL	153927	30
GREEN LABEL	PORTUGAL	204222	30
SHARWOOD'S WITH ARABIC EQUIVALENT	QATAR	2343	29 30
SHARWOOD'S	SAUDI ARABIA	74/47	30
SHARWOOD'S	SINGAPORE	T6946700Z	30
GREEN LABEL	SOUTH AFRICA	63/1948/1	29
GREEN LABEL	SOUTH AFRICA	63/1948/2	30
SHARWOOD'S	SOUTH AFRICA	B68/2062	30

SHARWOOD'S	SPAIN	580227	30
GREEN LABEL	SPAIN	912322	30
SHARWOOD'S	SWEDEN	129363	30
SHARWOOD'S	SWITZERLAND	343735	29
SHARWOOD'S	UNITED STATES OF AMERICA	1256265	29 30
SHARWOOD'S	ZAMBIA	608/65	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

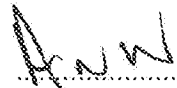
Part 6. Design Applications

N/A

Signed by SIMON WILBRAHAM
for and on behalf of
J.A. Sharwood & Co Limited


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Company Secretary

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


.....
Director