

## 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
	Premier Ambient Products (UK) 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:	0999106	BIRD'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:	138953.0002		
DOMESTIC REPRESENTATIVE			

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OP \$40.00 0999106

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

NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	06/25/2013

**Total Attachments: 4**

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## IP ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated 14 MAY 2013

### PARTIES

- (1) Premier Ambient Products (UK) Limited incorporated and registered in England and Wales with company number 4427006 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**

<b>Trade mark</b>	<b>Jurisdiction</b>	<b>Registration number</b>	<b>Classes</b>
AMBROSIA	AUSTRIA	138913	29 30 32
AMBROSIA	BARBADOS	81/7298	29
AMBROSIA	BARBADOS	81/7300	32
AMBROSIA	BARBADOS	81/7299	30
AMBROSIA	BENELUX	3515	29 30
BIRD'S	BENELUX	28305	29 30
THREE BIRDS 1954	BENELUX	28306	29 30
AMBROSIA	BENELUX	735336	29 30
AMBROSIA	BOSNIA AND HERZEGOVINA	971457	29 30 32
AMBROSIA	BULGARIA	28510	29
BIRD'S	CANADA	19163	29 30
BIRD'S	CYPRUS	4107	29
BIRD'S	CYPRUS	4109	30
THREE BIRDS DEVICE	CYPRUS	59772	29
THREE BIRDS DEVICE	CYPRUS	59773	30
ANGEL DELIGHT	CZECH REPUBLIC	164820	30
AMBROSIA	CZECH REPUBLIC	172854	29 30 32
AMBROSIA	DENMARK	VR 407 1974	29
AMBROSIA	DENMARK	5176 1990	30
AMBROSIA	FINLAND	103171	32
AMBROSIA	FINLAND	217966	29 30
AMBROSIA	FRANCE	1404971	29 30
BIRD'S	GERMANY	602687	5 29 30 31 32
THREE BIRDS 1954	GERMANY	DD608754	5 29 30 31 32
AMBROSIA	GIBRALTAR	5746	30
CREAMOLA	GIBRALTAR	0035	30
AMBROSIA	GREECE	121449	30
AMBROSIA	GREECE	100754	29 30
BIRD'S	HONG KONG	19851094	30
AMBROSIA	ICELAND	826/1991	29 30 32
AMBROSIA	ITALY	1434103	29 30
AMBROSIA	JERSEY	5784	30
AMBROSIA	JERSEY	5798	1 2 3 5 29 30 31 32
AMBROSIA	KENYA	46465	29
AMBROSIA	KENYA	46408	30
AMBROSIA	KUWAIT	16761	30
BIRD'S	MALAYSIA	M/001959	30
BIRD'S	MALAYSIA	S/25657	30
AMBROSIA	MALTA	22609	32
AMBROSIA	MALTA	22608	30
THREE BIRDS	MALTA	8200	29
THREE BIRDS	MALTA	8198	30
THREE BIRDS	MALTA	8199	32
AMBROSIA	MALTA	22589	29

AMBROSIA	MONACO	3R95 15996	29 30
AMBROSIA	MOROCCO	34483	29 30 32
AMBROSIA	NEW ZEALAND	207370	29
AMBROSIA	NEW ZEALAND	207371	30
AMBROSIA	NEW ZEALAND	207372	32
THREE BIRDS	NEW ZEALAND	612888	29
THREE BIRDS	NEW ZEALAND	612889	30
AMBROSIA FIELD SCENE	NEW ZEALAND	796527	29 30
BIRD'S CUSTARD POWDER	NEW ZEALAND	234	30
ANGEL DELIGHT	NEW ZEALAND	97763	30
BROWN & POLSON	NEW ZEALAND	137010	30
AMBROSIA	POLAND	136959	29
AMBROSIA	SERBIA	36611	29 30 32
ANGEL DELIGHT	SLOVAKIA	164820	30
AMBROSIA	SWITZERLAND	376051	29 30
BIRD'S	SWITZERLAND	285882	29 30 32
THREE BIRDS 1936	SWITZERLAND	297400	29 30
AMBROSIA	TAIWAN R.O.C	638385	19
AMBROSIA	TAIWAN R.O.C	677444	25
BIRD'S	UNITED STATES OF AMERICA	999106	30
THREE BIRDS IN A CIRCLE	UNITED STATES OF AMERICA	993493	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

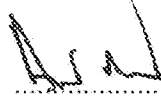
**Part 6. Design Applications**

N/A

Signed by SIMON WILBRAHAM  
for and on behalf of  
Premier Ambient Products (UK) Limited

  
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Company Secretary

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

  
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Director

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