

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
Noble Foods Limited		04/25/2013	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Noble Foods Group Limited		
Street Address:	Bridgeway House, Upper Icknield Way		
City:	Tring, Hertsfordshire HP23 4JX		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85575520	CLARENCE COURT	
CORRESPONDENCE DATA			
Fax Number:	2033271096		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	203-324-6155		
Email:	ccobb@ssjr.com		
Correspondent Name:	Andy I. Corea		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens LLC		
Address Line 4:	Stamford, CONNECTICUT 06905		
ATTORNEY DOCKET NUMBER:	05317-T0002A		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 85575520

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Andy I. Corea

Signature:

/Andy I. Corea/

Date:

10/25/2013

Total Attachments: 10

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PRIVATE AND CONFIDENTIAL

DATED 25 April **2013**

NOBLE FOODS LIMITED (1)
NOBLE FOODS GROUP LIMITED (2)

DEED OF ASSIGNMENT OF TRADE MARK

Lyons Davidson Limited
Victoria House
51 Victoria Street
Bristol
BS1 6AD

Tel: 0117 904 6000
Fax: 0117 904 6006

TRADEMARK
REEL: 005139 FRAME: 0450

TABLE OF CONTENTS

	Clause	Page
1.	Interpretation	1
2.	Assignment	2
3.	VAT	2
4.	Warranties	2
5.	Indemnity	3
6.	Further assurance	3
7.	Waiver	5
8.	Entire agreement	5
9.	Variation	5
10.	Severance	5
11.	Counterparts	5
12.	Third party rights	5
13.	Notices	5
14.	Governing law and jurisdiction	6

Schedule
Trade Mark

THIS DEED is made on

25 April

2013

BETWEEN

- (1) **NOBLE FOODS LIMITED** incorporated and registered in England and Wales with company number 03636168 whose registered office is at Bridgeway House, Icknield Way, Tring, Hertfordshire, HP23 4JX ("Assignor"); and
- (2) **NOBLE FOODS GROUP LIMITED** incorporated and registered in England and Wales with company number 05826545 whose registered office is at Bridgeway House, Icknield Way, Tring, Hertfordshire, HP23 4JX ("Assignee").

RECITALS

- (A) The Assignor is the proprietor of the Trade Mark (as defined below).
- (B) The Assignor has agreed to assign the Trade Mark to the Assignee on the terms set out in this Agreement.

IT IS HEREBY AGREED

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Trade Mark" the trade mark which has a pending registration application in the USA, short particulars of which are set out in the Schedule; and

"VAT" value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

1.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.

1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

1.4 References to clauses and the Schedule are to the clauses and the Schedule of this Agreement.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing or written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. **ASSIGNMENT**

In consideration of the sum of £7,500, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Mark, including:

- 2.1 the absolute entitlement to any registered Trade Mark granted pursuant to any of the applications comprised in the Trade Mark; and
- 2.2 all statutory and common law rights attaching to the Trade Mark, together with the goodwill of the business relating to the goods or services in respect of which the Trade Mark are registered or used; and
- 2.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Mark whether occurring before, on or after the date of this Agreement.

3. **VAT**

All payments made by the Assignee under this Agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. **WARRANTIES**

The Assignor represents and warrants that:

- 4.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Mark;
- 4.2 it is properly registered as the applicant or registered proprietor of the Trade Mark listed in the Schedule;
- 4.3 all application, registration, renewal and other fees in respect of each of the Trade Mark listed in the Schedule have been paid;

- 4.3.1 it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Mark;
- 4.3.2 each Trade Mark is free from any security interest, option, mortgage, charge or lien;
- 4.3.3 it has not acquiesced in the unauthorised use of any Trade Mark;
- 4.3.4 each registered Trade Mark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
- 4.3.5 it is unaware of any infringement or likely infringement of any Trade Mark;
- 4.3.6 no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;
- 4.3.7 so far as it is aware, exploitation of the Trade Mark will not infringe the rights of any third party; and
- 4.3.8 all previous assignments of the Trade Mark are valid and all previous assignments of the Trade Mark listed in the Schedule were registered within applicable time limits.

5. **INDEMNITY**

- 5.1 The Assignor shall indemnify and hold the Assignee harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignee suffers or incurs as a result of or in connection with any breach by the Assignor of the warranties in clause 4 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 5.2 Subject to clause 5.4 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 5.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 5.4 Nothing in this Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

6. **FURTHER ASSURANCE**

- 6.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Mark listed in the Schedule.

- 6.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Mark listed in the Schedule to the Assignee:
- 6.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - 6.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - 6.2.3 provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Mark (including producing, in the appropriate form, any evidence of its use of the Trade Mark);
 - 6.2.4 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee or any other person that the Assignee notifies to the Assignor from time to time; and
 - 6.2.5 provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 6.3 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this Agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Mark.
- 6.4 The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 6.5.3, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable as long as any of the Assignor's obligations under this Agreement remain undischarged.
- 6.5 Without prejudice to clause 6.4, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- 6.5.1 take any action that this Agreement requires the Assignor to take;
 - 6.5.2 exercise any rights which this Agreement gives to the Assignor; and
 - 6.5.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- 6.6 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

7. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

8. **ENTIRE AGREEMENT**

8.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. **SEVERANCE**

10.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

12. **THIRD PARTY RIGHTS**

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

13. **NOTICES**

13.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

13.1.1 Assignor: to the company secretary of Noble Foods Limited at Bridgeway House, Icknield Way, Tring, Hertfordshire, HP23 4JX

13.1.2 Assignee: to the company secretary of Noble Foods Group Limited at Bridgeway House, Icknield Way, Tring, Hertfordshire, HP23 4JX

or as otherwise specified by the relevant party by notice in writing to each other party.

13.2 Any notice or other communication shall be deemed to have been duly received:

13.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

13.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

13.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.3 A notice or other communication required to be given under this Agreement shall not be validly given if sent by e-mail.

13.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. **GOVERNING LAW AND JURISDICTION**

14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered as a deed on the date first stated above.

**SCHEDULE
REGISTERED TRADE MARK**

Country of Registration	International Class	Mark	USA Serial Number	Specification of goods or services
USA	029	Clarence Court	85575520	Eggs; Egg Products; Liquid Eggs; Egg Whites

EXECUTED and DELIVERED as a Deed of)
NOBLE FOODS LIMITED)
acting by a director in the presence of:)

S. Shaw

W Signature *S. Shaw*
I Full Name (Blocks) *SALLY HODGE*
T Address *BRIDGEWAY HOUSE*
ICKFIELD WAY
N *TRING*
E *HP23 4JX*
S
S Occupation *SECRETARY*

EXECUTED and DELIVERED as a Deed of)
NOBLE FOODS GROUP LIMITED)
acting by a director in the presence of:)

S. Shaw

W Signature *S. Shaw*
I Full Name (Blocks) *SALLY HODGE*
T Address *BRIDGEWAY HOUSE*
ICKFIELD WAY
N *TRING*
E *HP23 4JX*
S
S Occupation *SECRETARY*