

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenery OG Maasland I B.V.	FORMERLY Disselkoen Holding B.V.	03/20/2014	LIMITED LIABILITY COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	The Greenery B.V.		
Street Address:	Sporwegemplacement 1		
City:	2991 VT Barendrecht		
State/Country:	NETHERLANDS		
Postal Code:	0		
Entity Type:	LIMITED LIABILITY COMPANY: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2119093	STAR LABEL	
CORRESPONDENCE DATA			
Fax Number:	7083838897		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	708-383-8801		
Email:	docket@merz-law.com, jwidmer@merz-law.com		
Correspondent Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street, Suite 400		
Address Line 4:	Oak Park, ILLINOIS 60301-1135		
ATTORNEY DOCKET NUMBER:	24001		
DOMESTIC REPRESENTATIVE			
Name:	Mary Catherine Merz		
Address Line 1:	1010 Lake Street, Suite 400		
Address Line 4:	Oak Park, ILLINOIS 60301-1135		
NAME OF SUBMITTER:	Mary Catherine Merz		
SIGNATURE:	/Mary Catherine Merz/		
DATE SIGNED:	09/30/2014		
Total Attachments: 2			

OP \$40.00 2119093

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AGREEMENT AND DEED OF ASSIGNMENT

THIS AGREEMENT AND DEED OF ASSIGNMENT is drawn up on 20 March 2014

BETWEEN:

Greenery OG Maasland I B.V.
(formerly known as **Disselkoen Holding B.V.**)
Herenlaan 27
3155 DC MAASLAND
The Netherlands

(hereinafter referred to as "the Assignor");

And

The Greenery B.V.
Spoorwegemplacement 1
2991 VT BARENDRECHT
The Netherlands

(hereinafter referred to as "the Assignee").

WHEREAS:

The Assignor is the proprietor of the following Trademark Registrations and the rights attached thereto and the goodwill associated therewith, including all rights related to the use, registration or application for registration of these trademarks(hereinafter referred to as "The Trademarks").

International trade mark registration	no. 672878	STARLABEL
Benelux registration	no. 822666	STARLABEL
Benelux registration	no. 822664	GOLDLABEL
National trade mark registrations		
Denemarken	no. VR1997-02407	STARLABEL
Verenigde Staten	no. 2119093	STARLABEL
Verenigd Koninkrijk	no. 2129191	STARLABEL

The Assignor has agreed to sell and assign to the Assignee and the Assignee has agreed to buy and accept The Trademarks and the goodwill relating to The Trademarks on the terms and conditions set out in this Agreement and Deed of Assignment.

NOW THIS DEED WITNESSES:

Assignor hereby sells and assigns to the Assignee who hereby buys and accepts for the sum of € 1,00 (one Euro) now paid by the Assignee to the Assignor (the receipt whereof the Assignor hereby acknowledges) ALL the right, title and interest in The Trademarks including all common law rights connected with The Trademarks and the right for the Assignee to take proceedings to recover damages and claim all other relief in respect of any infringement of The Trademarks, whether any such act shall have taken place before or after the date of this Agreement and Deed of Assignment.

This Agreement and Deed of Assignment are being made together with an assignment of the goodwill of the business relating to the goods and/or services in respect of which The Trademarks are used and/or registered and/or applied for registration.

At the request and at the expense of the Assignee, the Assignor will do all reasonable acts, execute all documents and procure the making of any declarations or oaths necessary or required by law for further effecting the assignment of The Trademarks to the Assignee and assisting the Assignee in recording the assignment of The Trademarks.

This Agreement and Deed of Assignment is governed by the laws of The Kingdom of The Netherlands.

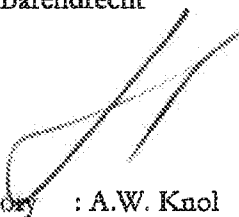
This Agreement and Deed of Assignment have been drawn up and signed in triple, one copy serving as a Power of Attorney for NLO Shieldmark, P.O. Box 29720, 2502 LS DEN HAAG, The Netherlands to file the recordal of assignment with respect to the Trademark Registrations and the rights attached thereto as explicitly mentioned in this Agreement and Deed of Assignment.

IN WITNESS WHEREOF the authorised representatives of the parties have hereunto set their hands the day and year first before written.

Greenery OG Maasland I B.V.
On behalf of: The Greenery B.V.

Place : Barendrecht

Signature :



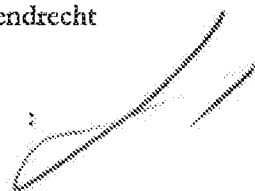
Full name signatory : A.W. Knol

Function signatory : CFO

The Greenery B.V.

Place : Barendrecht

Signature :



Full name signatory : A.W. Knol

Function signatory : CFO