

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noble Foods Limited		05/01/2015	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Noble Foods		
Street Address:	PO Box 34, St. Martin's House, Le Bordage		
City:	St. Peter's Port		
State/Country:	GUERNSEY		
Postal Code:	GY14AU		
Entity Type:	unlimited liability company: GUERNSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3968425	THE HAPPY EGG CO	
Registration Number:	4398635	HAPPY EGGS	
Registration Number:	4518735	THE BEST EGGS UNDER THE SUN	
CORRESPONDENCE DATA			
Fax Number:	2134432892		
<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:	(213) 620-1780		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Susan Hwang		
Address Line 1:	333 South Hope Street, 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	39JG-212582		
NAME OF SUBMITTER:	Susan Hwang		
SIGNATURE:	/Susan Hwang/		
DATE SIGNED:	02/12/2016		
Total Attachments: 11			
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PRIVATE AND CONFIDENTIAL

DATED 1ST MAY 2015

NOBLE FOODS LIMITED (1)
NOBLE FOODS (2)

ASSIGNMENT OF TRADE MARKS

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

Tel: 0117 904 6000
Fax: 0117 904 6006

TRADEMARK
REEL: 005731 FRAME: 0801

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SCHEDULE 1

Trade Marks

SCHEDULE 2

Existing Licences

THIS AGREEMENT is dated

1st May

2015

PARTIES

- (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 (the "Assignor"); and
- (2) NOBLE FOODS incorporated and registered in Guernsey with company number 59082 whose registered office is PO Box 34, St Martin's House, Le Bordage, St Peter Port, Guernsey, GY1 4AU (the "Assignee").

BACKGROUND

- (A) The Assignor owns the Trade Marks (as defined below).
- (B) The Assignor and the Assignee are both wholly owned indirect subsidiaries of Noble Foods Group Guernsey Limited (Company Number: 59080).
- (C) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement.

"Business Day"	a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business;
"Subsidiary"	has the meaning given in clause 1.5;
"Trade Marks"	the registered trade marks and the applications (including the unregistered trade marks the subject of such applications), short particulars of which are set out in Schedule 1;
"VAT"	value added tax chargeable under the Value Added Tax Act 1994;
"VATA 1994"	the Value Added Tax Act 1994.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 References to **clauses** are to the clauses of this Agreement.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1) (b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- 1.5.1 another person (or its nominee), by way of security or in connection with the taking of security;
 - 1.5.2 or its nominee.
- 1.6 A reference to **writing** or **written** includes fax but not e-mail (unless otherwise expressly provided in this Agreement).
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.8 References to a document in agreed form is to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.9 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

2 ASSIGNMENT

- 2.1 In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby (subject to clause 2.2) assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
 - 2.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
 - 2.1.3 the rights 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 arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this assignment.
- 2.2 The assignment hereunder is subject to the existing licences set out in Schedule 2.

3 VAT

- 3.1 The Assignee and the Assignor acknowledge that section 43(1) of VATA 1994 will apply to the transfer of the Trade Marks pursuant to this assignment
- 3.2 If, despite clause 3.1, VAT is ₂ chargeable in connection with the

transfer of the Trade Marks under this assignment, the Assignee shall pay the Assignor the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from HM Revenue & Customs that VAT is payable.

4 FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6 ENTIRE AGREEMENT

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement provided that nothing in this agreement shall limit any liability for fraud or fraudulent misrepresentation.

7 VARIATION

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

8 SEVERANCE

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9 COUNTERPARTS

9.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10 **THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

11 **NOTICES**

11.1 A notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post, recorded delivery or special delivery in each case to that party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that party may notify to the other party in accordance with this Agreement).

11.2 Delivery of a notice is deemed to have taken place if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

11.3 This Clause 11 does not apply to the service of any proceedings or other documents in any legal action.

12 **GOVERNING LAW AND JURISDICTION**

12.1 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.

12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

TRADE MARKS

Number	Title	Country	Classes	Status
2614714	BIG & BRITISH logo	UK	29	Registered
2574495	BIG & FRESH	UK	29	Registered
2464040	BLACKBERRY LANE	UK	29	Registered
2433794	BRADDOCK WHITE	UK	29	Registered
2464039	BRAMBLERS	UK	29	Registered
1180619	BRIDGEWAY FARM	UK	29	Registered
3074685	CHAUCER GOLD BANTAM	UK	29	Pending
2614715	CHEF'S VALUE	UK	29	Registered
2164737	Church & Manor	UK	29	Registered
2614713	CHURCH & MANOR FARM	UK	29	Registered
2167239	CORNGOLD	UK	29	Registered
2257359	DOWN TO EARTH	UK	29	Registered
2468895	ECOWISE	UK	29	Registered
2646952	EGG KNOWLEDGE	UK	29	Registered
2573460	EGGS FOR SOLDIERS	UK	29	Registered
2349262	FARM PRIDE	UK	29	Registered
3066612	Freda device	UK	29, 30	Pending
2264549	FRESHLAY	UK	29	Registered
3074684	GLADYS MAY'S DUCK	UK	29	Pending
2390797	GO LARGE STYLISED	UK	29	Registered
2573459	GOLDENLAY	UK	29	Registered
972101	Goldenlay (Stylised)	UK	29	Registered

2132664	GOLDENLAY READY EGG	UK	29	Registered
2200944	GRANARY	UK	29	Registered
2524158	HAPPY CHICKEN	UK	29	Registered
2573463	HAPPY EGG ORGANIC	UK	29	Registered
2621975	HAPPY EGGS	UK	29	Registered
2551655	HAPPY HEN	UK	29	Registered
2018804	HAPPY HEN [and Device]	UK	29	Registered
2531993	HAPPY MILK	UK	29, 30	Registered
2533986	HAPPY OMELETTES	UK	29	Registered
2533985	HAPPY PANCAKES	UK	30	Registered
2573461	HAPPY QUICHE	UK	30	Registered
2573462	HAPPY SANDWICHES	UK	30	Registered
2464972	HEARTS & MINDS (SERIES OF TWO)	UK	29	Registered
993882	HOMESTEAD [WORD]	UK	29	Registered
892342	HOMESTEAD [WORD]	UK	29	Registered
2475616	IT'S IN OUR HANDS	UK	29, 30, 31	Registered
2439452	KENTISH GOLD	UK	29	Registered
2168083	LIBERTY	UK	29	Registered
2481852	LITTLE CRACKERS	UK	29	Registered
3019253	MALAWI CHANGING LIVES	UK	29	Registered
3019258	MALAWI CHANGING LIVES Logo	UK	29, 39	Registered
2303008	NOIRAN	UK	29	Registered
2441504	PANCAKE EXPRESS	UK	29	Registered
2573654	PANCAKES & MORE	UK	29, 30, 32	Registered
2020746	PERFECT PARTNERS	UK	29	Registered
2475617	PLYMOUTH BARR	UK	29, 30, 31	Registered
3074681	PLYMOUTH BLACK	UK	29	Pending

POACHERS POT, THE POACHER'S POT, POACHERS POT

2469662	(SERIES OF 2)	UK	29	Registered
2595616	POSH BIRDS	UK	29, 30	Registered
2493116	RESPECTFUL	UK	16, 20, 33, 35	Registered
2520226	SCRAMBLER [Series of 2]	UK	29, 30	Registered
2540425	SUNNYSIDE [Series of 2]	UK	29	Registered
2131581	THE GRANARY EGG	UK	29	Registered
8628927	THE HAPPY DUCK CO.	EC	29, 30, 31, 32, 43	Registered
1328605	THE HAPPY EGG CO	Australia	29	Registered
2481853	THE HAPPY EGG CO (SERIES OF 2)	UK	29	Registered
3036297	The Happy Egg Co logo	UK	29	Registered
8500456	THE HAPPY EGG CO.	EC	29, 30, 31, 32, 43	Registered
342763	THE HOMESTEAD [WORD & DEVICE]	UK	29, 30	Registered
928978	THREE COUNTIES	UK	29	Registered
2177688	VitsEgg	UK	29	Registered
2503087	WEEKENDER [Series of 2]	UK	29	Registered
9430431	WEEKENDER [Series of 2]	EC	29	Registered
3376951	WOODLAND FREE RANGE EGGS & Device	EC	29	Registered
3968425	The Happy Egg Co.	USA	29	Registered
4398635	HAPPY EGGS	USA	29	Registered
4518735	THE BEST EGGS UNDER THE SUN	USA	29	Registered

SCHEDULE 2
EXISTING LICENCES

A trade mark licence dated 2011 (as varied on 2011) and made between Noble Foods Limited and Pork Farms Limited

A franchise agreement dated 25 June 2013 and made between Noble Foods Limited and Noble Foods Inc

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



.....x

Please sign here

Witness Signature J Barrett

Witness Name JANETTA BARRETT

Witness Address Lyons Davidson Solicitors
51 Victoria Street
Bristol
BS1 6AD

Tel: 0117 9046000
Fax: 0117 9046006

Witness Occupation TRAINEE SOLICITOR

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



.....x

Please sign here

Witness Signature J Barrett

Witness Name JANETTA BARRETT

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Witness Occupation TRAINEE SOLICITOR