

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5453643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RED ARROW PRODUCTS COMPANY LLC	12/04/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KERRY LUXEMBOURG S.A.R.L.
<b>Street Address:</b>	17 RUE ANTOINE JANS
<b>City:</b>	LUXEMBOURG
<b>State/Country:</b>	LUXEMBOURG
<b>Postal Code:</b>	1820
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6884446
<b>Patent Number:</b>	7282229
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)293-7860
<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>	
<b>Phone:</b>	202-293-7060
<b>Email:</b>	cflanagan@sughrue.com, sughrue@sughrue.com
<b>Correspondent Name:</b>	SUGHRUE MION, PLLC
<b>Address Line 1:</b>	2100 PENNSYLVANIA AVENUE, NW
<b>Address Line 2:</b>	SUITE 800
<b>Address Line 4:</b>	WASHINGTON, D.C. 20037-3213
<b>ATTORNEY DOCKET NUMBER:</b>	019316
<b>NAME OF SUBMITTER:</b>	CORA FLANAGAN, SECRETARY
<b>SIGNATURE:</b>	/Cora Flanagan/
<b>DATE SIGNED:</b>	04/02/2019
<b>Total Attachments: 8</b>	
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 4, 2015, is entered into by and between Kerry Luxembourg S.à.r.l., a Luxembourg société à responsabilité limitée ("Kerry Luxembourg"), and Red Arrow Products Company LLC, a Wisconsin limited liability company (the "Company") (each of Kerry Luxembourg and the Company is a "Party," and together, the "Parties").

### RECITALS

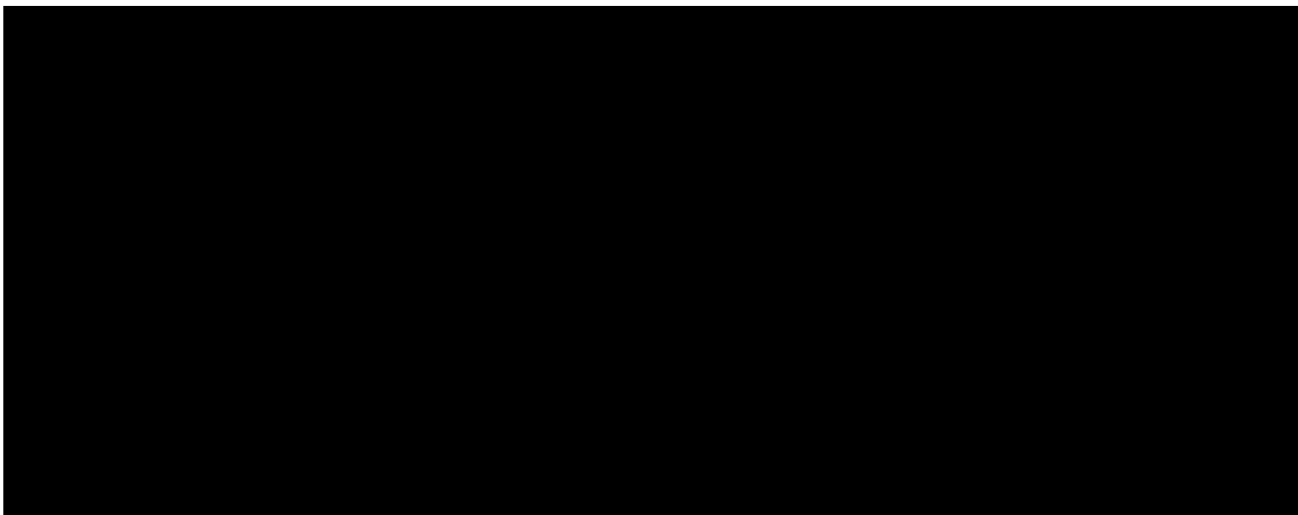
WHEREAS, Kerry Luxembourg and the Company, among other parties, entered into that certain Purchase Agreement, dated as of October 14, 2015 (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, the Purchase Agreement provides, among other things, that on the Closing Date the Company shall sell, assign, transfer, convey and deliver to Kerry Luxembourg, and Kerry Luxembourg shall purchase, acquire and accept from the Company, all right, title and interest in and to the Kerry Luxembourg Acquired Intellectual Property, including without limitation the Kerry Luxembourg Acquired Intellectual Property listed on Schedule 1, free and clear of any Liens other than Permitted Liens, upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Purchase Agreement further provides, among other things, that at Closing Kerry Luxembourg shall assume, and agree to pay, perform and discharge when due, any and all liabilities and obligations arising in connection with the Kerry Luxembourg Acquired Intellectual Property Licenses, other than the Excluded Liabilities.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and in the Purchase Agreement, the parties hereto agree as follows:

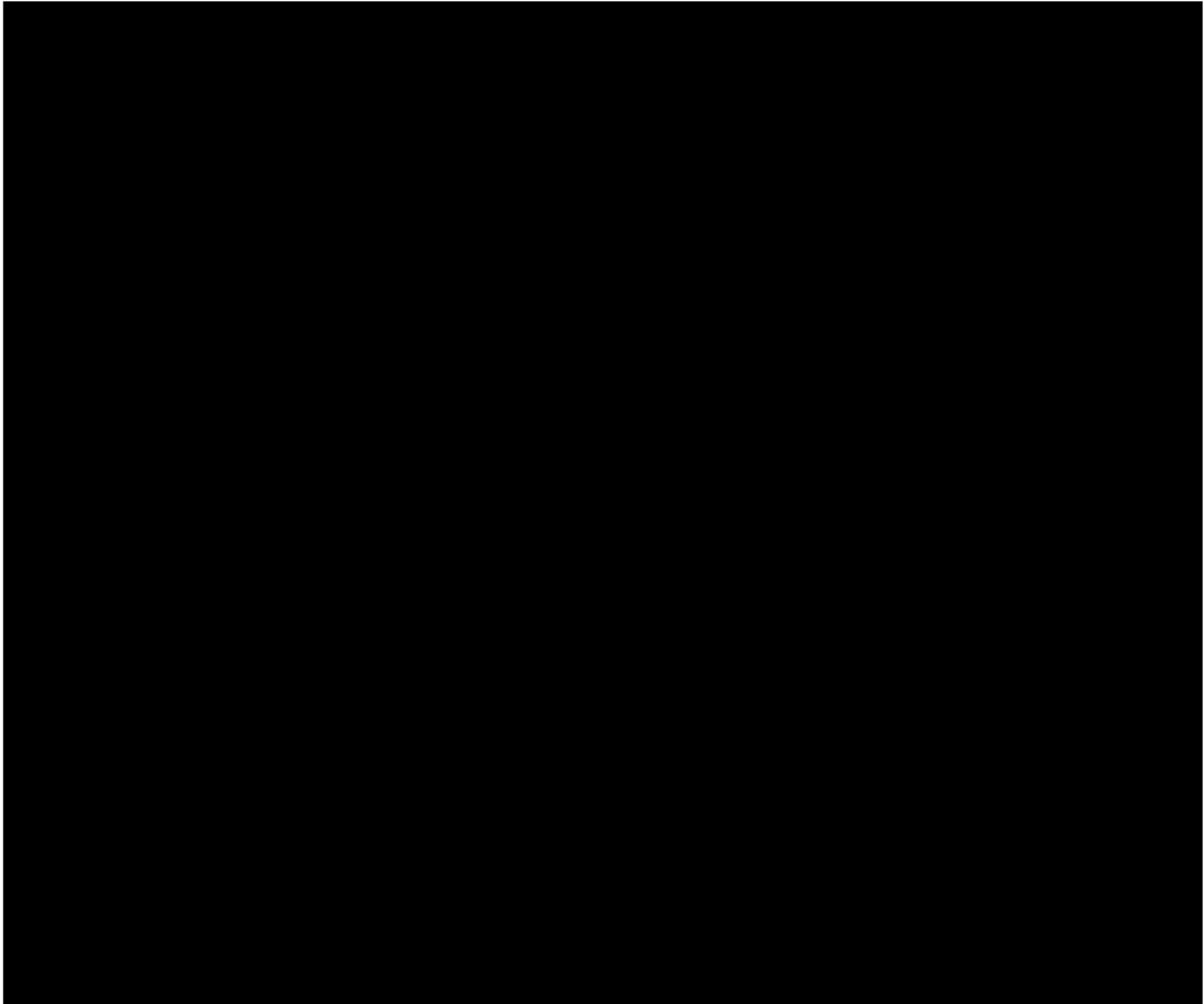
1. **Assignment and Assumption**. The Company hereby sells, assigns, grants, conveys and transfers to Kerry Luxembourg the Kerry Luxembourg Acquired Intellectual Property. Kerry Luxembourg hereby accepts such assignment and assumes, and agrees to pay, perform and discharge when due any and all liabilities arising in connection with the Kerry Luxembourg Acquired Intellectual Property Licenses, other than the Excluded Liabilities.

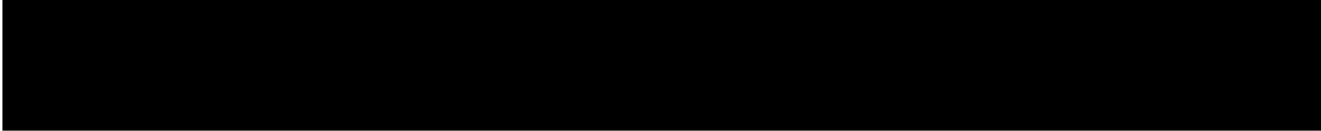


3. **Further Assurances.** a. The Company hereby covenants and agrees to and with Kerry Luxembourg, its successors and permitted assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to Kerry Luxembourg, its successors and permitted assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by Kerry Luxembourg in order to give effect to this Agreement, including without limitation further or additional assignment agreements suitable for recordation with foreign patent and trademark authorities.

b. Kerry hereby covenants and agrees to and with the Company, its successors and permitted assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to the Company, its successors and permitted assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by the Company in order to give effect to this Agreement.

4. **Successor and Assigns.** This Agreement and any of the rights and obligations hereunder may not be assigned by any of the Parties without the prior written consent of the other Parties hereto.





6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7. **Amendment.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all of the Parties hereto.

8. **No Third-Party Beneficiaries.** The Parties hereby agree that there are no third party beneficiaries to this Agreement, including employees or former employees (including any beneficiary or dependent thereof) of the Company, the Subsidiary, any of the Affiliated Acquired Companies or any Seller, unions or other Representatives of such employees or former employees, or trustees, administrators, participants, or beneficiaries of any Plan.

9. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

10. **Headings.** The headings of the various Sections of this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date set forth above.

**KERRY LUXEMBOURG S.À.R.L.**

By: [Signature] [Signature]  
Name: Ferdinand Ryan John Murphy  
Title: Managing Director Managing Director

**RED ARROW PRODUCTS COMPANY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date set forth above.

KERRY LUXEMBOURG S.À.R.L.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RED ARROW PRODUCTS COMPANY LLC

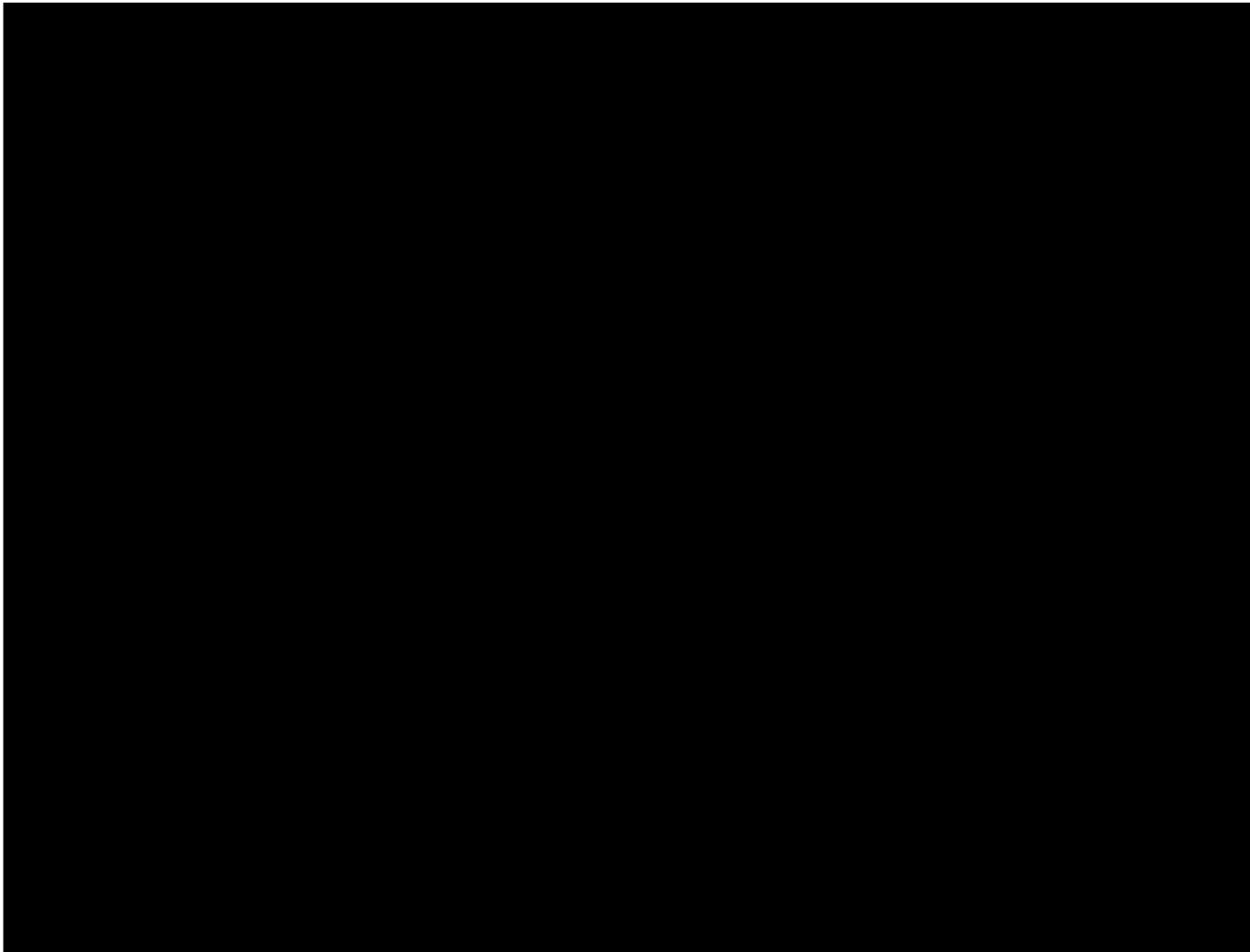
By:  \_\_\_\_\_  
Name: Dale H. Hanke  
Title: President

**Schedule 1**

See attached.

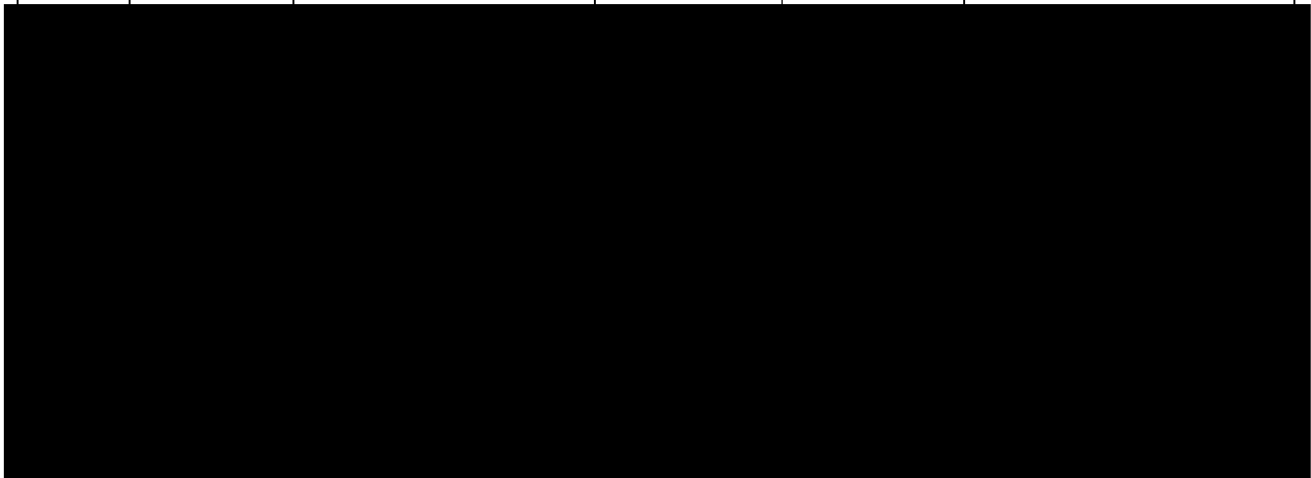


**COMPANY INTELLECTUAL PROPERTY**



**3. Patents**

	<b>Country</b>	<b>Patent Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
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	<b>Country</b>	<b>Patent Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner</b>
5.	United States	Article and method for browning and flavoring foodstuffs	6884446	April 26, 2005	Red Arrow Products Company LLC
6.	United States	Article and method for browning and flavoring foodstuffs	7282229 (Divisional of 6884446)	October 16, 2007	Red Arrow Products Company LLC

