

## 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
Malher, S.A.		06/30/2011	CORPORATION: GUATEMALA
RECEIVING PARTY DATA			
Name:	Societe des Produits Nestle S.A.		
Street Address:	Case Postale 353		
City:	1800 Vevey		
State/Country:	SWITZERLAND		
Postal Code:	0		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2642986	MALHER	
Registration Number:	3653163	YUS DE TOKI	
Serial Number:	85178715	LA FRUTA HECHA AGUA FRESCA	
Registration Number:	3830718		
CORRESPONDENCE DATA			
Fax Number:	(818)637-3311		
Phone:	818-551-3602		
Email:	christa.cole@us.nestle.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Nestle USA, Inc.		
Address Line 1:	800 N Brand Blvd		
Address Line 2:	Trademark Dept - 14th Floor		
Address Line 4:	Glendale, CALIFORNIA 91203		
DOMESTIC REPRESENTATIVE			

OP \$115.00 2642986

Name: Nestle USA, Inc.  
Address Line 1: 800 N Brand Blvd  
Address Line 2: Trademark Dept - 14th Floor  
Address Line 4: Glendale, CALIFORNIA 91203

NAME OF SUBMITTER:	Christa Cole
Signature:	/Christa Cole/
Date:	01/23/2012
Total Attachments: 2 source=Malher SA US Assignment#page1.tif source=Malher SA US Assignment#page2.tif	

**DEED OF ASSIGNMENT**

WHEREAS, MALHER, S.A., a Guatemalan corporation incorporated and registered in Guatemala, having its registered office at 48 Calle 15-74, Zona 12, Guatemala (**Assignor**).

WHEREAS, SOCIETE DES PRODUITS NESTLÉ S.A., a Swiss corporation incorporated and registered in Switzerland, having its registered office at 1800 Vevey, Canton of Vaud, Switzerland (**Assignee**).

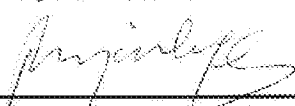
WHEREAS, **Assignor** is the owner in the United States of America of all right, title and interest in and to the trademarks, trademark registrations and trademark applications listed in the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks"); and

WHEREAS, **Assignor** is willing to transfer such right, title and interest in and to the Trademarks to **Assignee**.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Assignor** hereby assigns and transfers unto **Assignee** all right, title and interest in and to the Trademarks, together with the portion of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by **Assignee**, its successors and assigns to the same extent that would have been held and enjoyed by **Assignor** had such assignment not been made.

**Assignor** covenants and agrees to execute and deliver such other documents as **Assignee** may reasonably request for the purposes of transferring, recording or otherwise effectuating or perfecting the transfer and assignment confirmed herein and as originally contemplated herein.

IN WITNESS WHEREOF, **Assignor** has executed this Trademark Assignment effective as of the 30<sup>th</sup> day of June, 2011.

  
MALHER, S.A.  
Name: Roberto Eduardo Miranzen  
Title: General Manager

  
SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  
Name: Laurent Venetz  
Title: Authorised Signatory



Schedule Trade marks

Mark	No.	Country
Malher y logotipo	2642986	USA
Diseño de Toki	3830718	USA
Yus de Toki	3653163	USA
La Fruta Hecha Agua Fresca	85178715	USA