

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/02/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Buttress B.V.		06/01/2012
			B.V.: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Koninklijke Douwe Egberts B.V.		
Street Address:	Vleutensevaart 100, 3542 AD		
City:	Utrecht		
State/Country:	NETHERLANDS		
Entity Type:	B.V.: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3713892	NATREEN
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-775-8700		
Email:	kfrith@kilpatricktownsend.com		
Correspondent Name:	Jason M. Vogel		
Address Line 1:	1114 Avenue of the Americas, Grace Bldg.		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	New York, NEW YORK 10036-7703		
ATTORNEY DOCKET NUMBER:	52172-839787		
DOMESTIC REPRESENTATIVE			
Name:	Jason M. Vogel		

OP \$40.00 3713892

Address Line 1: 1114 Avenue of the Americas, Grace Bldg.
Address Line 2: Kilpatrick Townsend & Stockton LLP
Address Line 4: New York, NEW YORK 10036-7703

NAME OF SUBMITTER:

Jason M. Vogel

Signature:

/Jason M. Vogel/

Date:

07/26/2012

Total Attachments: 5

source=English translation of Deed of Merger Buttress to KDE#page1.tif
source=English translation of Deed of Merger Buttress to KDE#page2.tif
source=English translation of Deed of Merger Buttress to KDE#page3.tif
source=English translation of Deed of Merger Buttress to KDE#page4.tif
source=English translation of Deed of Merger Buttress to KDE#page5.tif



ALLEN & OVERY

Allen & Overy LLP

Koninklijke Douwe Egberts B.V./Buttress B.V. –

Deed of merger

CMS/AB/om/0037861-0000284

99127289

STATEMENT ABOUT DEED OF MERGER

Maarten Jan Christiaan Arends (**civil law notary**), deputising for Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands,

hereby declares:

the attached document is a fair English translation of the deed of merger between:

Koninklijke Douwe Egberts B.V. (the **Acquiring Company**), having its official seat in Joure and Buttress B.V. (the **Disappearing Company**), having its official seat in Utrecht, the Netherlands.

In preparing the attached document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation, and if they do, the Dutch text will by law govern.

In the attached document, Dutch legal concepts are expressed in English terms and not in their original Dutch terms; the concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

Amsterdam, the Netherlands, 06 July 2012.



DEED OF MERGER

(Koninklijke Douwe Egberts B.V. and Buttress B.V.)

This first day of June two thousand and twelve, there appeared before me, Christiaan Maria Stokkermans, civil law notary in Amsterdam, the Netherlands: mr. Aziz Bouhbouh, born in Amsterdam on the sixteenth day of June nineteen hundred and eighty-seven, employed by Allen & Overy LLP (Amsterdam office), Apollolaan 15, 1077 AB Amsterdam, in this respect acting as attorney-in-fact of:

1. Koninklijke Douwe Egberts B.V., a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat in Joure, the Netherlands, its office address at Vleutensevaart 100, 3532 AD Utrecht, the Netherlands, and registered in the Dutch Commercial Register under number 01045536 (the **Acquiring Company**); and
2. Buttress B.V., a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat in Utrecht, its office address at Vleutensevaart 100, 3532 AD Utrecht and

registered in the Dutch Commercial Register under number 30115030 (the **Disappearing Company**),
(the Acquiring Company and the Disappearing Company collectively, the **Merging Companies**).

The aforementioned proxies to the person appearing appears from two written powers of attorney attached to this deed (Annexes).

The person appearing has declared that by virtue of this deed, a statutory merger in accordance with Section 2:309 of the Dutch Civil Code will be effected between the Acquiring Company and the Disappearing Company (the **Merger**), as a result of which:

1. the Disappearing Company will cease to exist; and
2. the Acquiring Company will acquire the assets and liabilities of the Disappearing Company under universal title of succession.

The person appearing has declared the following in respect thereof:

Article 1. Requirements for the Merger.

The following requirements necessary to enter into the Merger have been fulfilled:

- 1.1 None of the Merging Companies has been dissolved (*ontbonden*), declared bankrupt (*failliet*) or granted a suspension of payments (*surséance van betaling*).
- 1.2 The Acquiring Company is the direct holder of all issued shares in the capital of the Disappearing Company, as a consequence of which Section 2:333, subsection 1, of the Dutch Civil Code is applicable to the Merger.
- 1.3 There are no persons who in a capacity other than as shareholder have special rights against the Disappearing Company, such as a right to distribution of profits or rights to subscribe for shares, as a consequence of which, according to Section 2:313, subsection 3, of the Dutch Civil Code, the Disappearing Company did not have to prepare explanatory notes in respect of the merger proposal.
- 1.4 The annual accounts and the annual reports of the Merging Companies do not have to be published.

Article 2. Preparation of the Merger.

The following has been completed in preparation for the Merger:

- 2.1 The management boards of the Merging Companies have drawn up a merger proposal set forth in Section 2:312, subsection 1, of the Dutch Civil Code, a copy of which proposal is attached to this deed (the **Merger Proposal**) (Annex). The Merger Proposal has been signed by all managing directors and supervisory directors of the Acquiring Company, as well as the solely managing director of the Disappearing Company.
- 2.2 The management board of the Acquiring Company has drawn up explanatory notes in writing as in accordance with Section 2:313, subsection

- 1, of the Dutch Civil Code, a copy of which explanatory notes is attached to this deed (Annex).
- 2.3 On the twenty-sixth day of April two thousand and twelve both the Acquiring Company and the Disappearing Company filed the documents referred to in Section 2:314, subsection 1, of the Dutch Civil Code with the office of the Dutch Chamber of Commerce at which the Merging Companies are registered in the Dutch Commercial Register.
- 2.4 On the twenty-sixth day of April two thousand and twelve the management boards of the Acquiring Company and the Disappearing Company filed the documents referred to in Section 2:314, subsection 2, of the Dutch Civil Code with the offices of these companies for inspection by the persons indicated in Section 2:314, subsection 2, of the Dutch Civil Code during the prescribed time.
- 2.5 On the twenty-seventh day of April two thousand and twelve the Acquiring Company and the Disappearing Company made a newspaper announcement in accordance with Section 2:314, subsection 3, of the Dutch Civil Code stating that the filings mentioned in Articles 2.3 and 2.2.54 had taken place.
- 2.6 There is no Dutch works council or an union, which has employees of the Merging Companies amongst its members, that lodged an advice or any comments in writing.
- 2.7 On the thirtieth day of May two thousand and twelve the Official Clerks of the District Courts in Leeuwarden, the Netherlands and Utrecht, the Netherlands, declared that no creditor has opposed the Merger Proposal. A copy of said declarations is attached to this deed (Annexes).
- 2.8 Since the Merger Proposal was prepared, the management boards of the Merging Companies have not become aware of any important change in the assets and liabilities which have influenced the information provided in the Merger Proposal.
- 2.9 On the thirty-first day of May two thousand and twelve the management boards of the Merging Companies have resolved that the Merger be effected in accordance with the Merger Proposal, which resolutions are attached to this deed (Annexes). The intention for these resolutions to be adopted by the management boards of the Merging Companies was stated in the announcement referred to in Article 2.5. The management boards of the Merging Companies have not received any request to hold a general meeting of shareholders as referred to in Section 2:331, subsection 3, of the Dutch Civil Code.

Article 3. Completion of the Merger.

All actions, required by law and the articles of association of the Merging Companies for the completion of the Merger have been performed. Therefore, the

Merger has been completed. The Merger will come into effect as of the day after the day this deed has been executed, therefore on the second day of June two thousand and twelve (the **Merger Date**).

Article 4. Legal consequences of the Merger.

The parties establish the following concerning the consequences of the Merger:

- 4.1 The Disappearing Company will cease to exist by operation of law as a consequence of the Merger as of the Merger Date.
- 4.2 The Acquiring Company will acquire by operation of law, effective as of the Merger Date, all assets and liabilities of the Disappearing Company under universal title of succession.
- 4.3 The shares in the capital of the Disappearing Company will be cancelled as of the Merger Date.
- 4.4 As of the Merger Date the Acquiring Company will account for the financial data of the Disappearing Company in its own annual accounts. The last financial year of the Disappearing Company therefore ended on the first day of June two thousand and twelve.

Close.

The person appearing is known to me, civil law notary.

This deed, drawn up to be kept in the civil law notary's custody was executed in Amsterdam on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared that he had taken note of and agreed to the contents of this deed and did not want the complete deed to be read to him. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.
