

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment to be replaced by attachment, which was dated prior to the Articles of Amalgamation filed. previously recorded on Reel 004627 Frame 0330. Assignor(s) hereby confirms the Assignment to be replaced by attachment, which was dated prior to the Articles of Amalgamation filed..			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Nestle Canada Inc.	FORMERLY Successor in interest to Vitality Foodservice Canada Inc.	12/27/2009	CORPORATION: CANADA
RECEIVING PARTY DATA				
Name:	Societe des Produits Nestle S.A.			
Street Address:	Case Postale 353			
City:	1800 Vevey			
State/Country:	SWITZERLAND			
Entity Type:	CORPORATION: SWITZERLAND			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	2229829	SUNSATIONAL	
	Registration Number:	2231308	SUNSATIONAL	
CORRESPONDENCE DATA				
Fax Number:	8186373311			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	818-551-3602			
Email:	IPDocket@us.nestle.com			
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			

OP \$65.00 2229829

**DOMESTIC REPRESENTATIVE**

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

<b>NAME OF SUBMITTER:</b>	Authorized Agent
<b>Signature:</b>	/Christa Cole/
<b>Date:</b>	03/11/2013

**Total Attachments: 7**  
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GENERAL INTELLECTUAL PROPERTY TRANSFER AGREEMENT (the "Transfer Agreement"), dated as of December 27, 2009, by and between NESTLÉ CANADA, INC., an Ontario corporation ("Assignor") as successor in interest to VITALITY FOODSERVICE CANADA INC. ("Vitality Canada"), and SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland ("SPN") and NESTEC LTD., an Affiliate of Nestlé S.A. and a corporation organized under the laws of Switzerland ("Nestec" together with SPN, collectively, "Assignee"). Each of Assignor and Assignee is a "Party" and collectively are the "Parties."

WHEREAS Vitality Foodservice Holding Corp., Nestlé USA, Inc., through its Nestlé Professional division, the Common Holders and Preferred Holders of the Company (as each is defined below) and Goldner Hawn Johnson & Morrison Incorporated, a Minnesota corporation, in its capacity as representative of the Sellers entered into a Purchase Agreement (the "Purchase Agreement"), dated as of November 13, 2009;

WHEREAS, SPN shall be the purchaser, assignee, transferee and conveyee of (1) U.S., foreign and international design patents and design patent applications, and industrial designs (registered and unregistered) and applications for registration of industrial designs, including all rights, to the extent permitted by applicable law, to file corresponding applications in any country in the world; (2) copyrights (registered and unregistered), copyright applications, design rights, design right registrations; (3) trademarks, trademark applications, service marks and trade dress, business names and trade names, whether registered, unregistered or existing at common law, including the goodwill associated therewith; and (4) websites, domain names and domain name applications, in each case, to the extent assigned, transferred or conveyed hereunder;

WHEREAS, Nestec shall be the purchaser, assignee, transferee and conveyee of (1) U.S. utility patents and utility patent applications, foreign and international patents and patent applications (including all re-exams, reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), including all rights, to the extent permitted by applicable law, to file corresponding applications in any country in the world, and (2) inventions and discoveries (whether patentable or not), trade secrets, confidential information and know-how, in each case to the extent assigned, transferred or conveyed hereunder;

WHEREAS, SPN, Nestec and Vitality Foodservice, Inc. ("Vitality US") entered into the Intellectual Property Purchase Agreement dated as of December 27, 2009 (the "US IP Purchase Agreement");

WHEREAS, in connection with the US IP Purchase Agreement SPN and Nestec signed a promissory note dated as of December 27, 2009 in the amount of \$47,800,000 (the "IP Promissory Note") in favor of Vitality US;

WHEREAS, the \$47,800,000 value of the IP Promissory Note included the value of the Transferred Intellectual Property; and

WHEREAS, the Parties desire for Assignor to assign the Transferred Intellectual Property to the Assignees.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and provisions of this Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I

### Definitions

Capitalized terms not otherwise defined in this Transfer Agreement shall have the meaning set forth in the Purchase Agreement.

"Intellectual Property" means United States or foreign intellectual property, including (i) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations thereof, (ii) trademarks, service marks, logos, trade names, Internet domain names, trade dress, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) copyrights and all applications and registrations in connection therewith, (iv) inventions and discoveries (whether patentable or not), industrial designs, trade secrets, confidential information and know-how, (v) moral and economic rights of authors and inventors and (vi) all other intellectual property rights whether now known or hereafter recognized in any jurisdiction within the United States or anywhere else in the world.

"Intellectual Property Office" shall mean any U.S. and/or foreign intellectual property office, including without limitation domain name registries, patent offices, trademark offices and copyright offices.

"Transferred Intellectual Property" shall mean all Intellectual Property owned by Vitality Canada as of December 27, 2009, including, without limitation the Intellectual Property set forth in Schedule A, but for clarity excluding all other Intellectual Property owned by Assignor.

## ARTICLE II

### Assignments

#### SECTION 2.01. Transferred Intellectual Property.

(a) Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee its entire right, title and interest in and to the Transferred Intellectual Property, including without limitation all priority rights under applicable international, multilateral and bilateral treaties and conventions, and with the rights to file such documents as may be necessary in any applicable Intellectual Property Office in order to perfect such rights. The right, title, and interest is to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made. Assignee shall have all benefits, privileges, causes of action, claims and remedies arising out of or relating to the Transferred Intellectual Property, the exploitation thereof, and the use and ownership of any of the Transferred Intellectual Property, including but not limited to: (a) any and all remedies against

and for past, present or future infringements of the Transferred Intellectual Property or other violations of any rights in the Transferred Intellectual Property and (b) any and all rights to enforce, settle any disputes, and retain all proceeds from any such actions. Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Transferred Intellectual Property.

### ARTICLE III

#### Additional Documents

SECTION 3.01. Assignee shall be solely responsible for preparing, filing, and/or recording any assignment, transfer, or change of name documents relating to the Transferred Intellectual Property or any other documents necessary to record ownership of the Transferred Intellectual Property in Assignee, including without limitation any patent assignment, trademark assignment, or copyright assignment required or desired, and shall bear all costs and fees relating thereto as well as all costs and fees incurred after the date hereof relating to such Transferred Intellectual Property, including, but not limited to, taxes, attorneys' fees and Intellectual Property Office fees in any jurisdiction. Assignee agrees to use reasonable efforts to file promptly with the applicable Intellectual Property Offices any necessary documents relating to the assignment, transfer, conveyance and delivery of title and ownership of the Transferred Intellectual Property to Assignee. Assignor, upon Assignee's request, shall execute and deliver such documents or information, and, at Assignee's reasonable request take such other actions that are reasonably necessary to: (a) transfer the Transferred Intellectual Property to Assignee and/or to record or otherwise make of record, or memorialize, the assignments of any Transferred Intellectual Property; (b) confirm and/or vest Assignee's right, title and interest in, to and under the Transferred Intellectual Property; and/or (c) make of record with any government agencies, authorities, courts, or tribunals, the fact that Assignee owns all right, title, and interest in, to, and under the Transferred Intellectual Property and/or that Assignor had, but no longer have, any right, title, or interest in, to, or under any of the Transferred Intellectual Property.

### ARTICLE IV

#### Indemnification

SECTION 4.01. Indemnification by Assignor. Assignor shall indemnify, defend and hold harmless Assignee, its affiliates and each of their respective officers, directors, employees, shareholders, agents and representatives from and against any and all costs, claims, losses, damages, taxes, liabilities, obligations, lawsuits, deficiencies, demands and expenses (whether or not arising out of third-party claims), including without limitation, interest, penalties, costs of mitigation, all amounts paid in the investigation, defense or settlement of any of the foregoing and reasonable third-party legal fees and expenses (collectively, "Losses") suffered or incurred by any such indemnified party incurred in connection with, arising out of, resulting from or incident to any breach of any covenant or agreement of Assignor made in or pursuant to this Transfer Agreement.

SECTION 4.02. Indemnification by Assignee. Assignee shall indemnify, defend and hold harmless Assignor, its affiliates and each of their respective officers, directors,

employees, shareholders, agents and representatives from and against any and all Losses suffered or incurred by any such indemnified party incurred in connection with, arising out of, resulting from or incident to any breach of any covenant or agreement of Assignee made in or pursuant to this Transfer Agreement.

## ARTICLE V

### Ownership

SECTION 5.01. Assignor agrees that it will use reasonable efforts to notify Assignee of any known infringement by any third party of any of the Transferred Intellectual Property licensed to Assignor under this Transfer Agreement. Assignee has the right, but not the obligation, to take action against uses by others that may constitute infringement or unauthorized use of such Transferred Intellectual Property. If Assignee does not proceed with any action against uses by others that may constitute infringement or unauthorized use of such intellectual property, Assignor shall have no right to take such action.

## ARTICLE VI

### Miscellaneous

SECTION 6.01. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile, or sent, postage prepaid, by registered, certified or express mail, return receipt requested, or reputable overnight courier service, attention: General Counsel and shall be deemed given when delivered by hand or faxed, three days after mailing (one Business Day in the case of guaranteed overnight express mail or guaranteed overnight courier service).

SECTION 6.02. No Third-Party Beneficiaries. This Transfer Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto, any legal or equitable rights hereunder as a third-party beneficiary or otherwise.

SECTION 6.03. Governing Law. This Transfer Agreement shall be governed by and construed in accordance with the laws of the province of Ontario applicable to agreements made and to be performed entirely within such Province, without regard to the conflicts of law principles of such Province and shall be treated in all respects as an Ontario contract.

SECTION 6.04. Severability. If any provision of this Transfer Agreement or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Transfer Agreement.

SECTION 6.05. Entire Agreement. This Transfer Agreement and the IP Promissory Note contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except to the extent specifically set forth herein, supersede all prior agreements and understandings relating to such subject matter.

SECTION 6.06. Modifications. This Transfer Agreement may be amended or modified only by a written instrument signed by each Party.

SECTION 6.07. Counterparts. This Transfer Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party. Delivery of an executed counterpart of a signature page of this Transfer Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Transfer Agreement.

SECTION 6.08. Waiver. No failure or delay of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or of the exercise of any other right or power.

SECTION 6.09. No Implied Licenses. Nothing contained in this Transfer Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any intellectual property rights, other than the rights expressly granted in this Transfer Agreement.

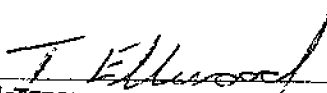
SECTION 6.10. Assignment. This Transfer Agreement may be assigned to an affiliate of any Party without the consent of any other Party hereto. All other assignments shall require the prior written consent of the non-assigning Parties hereto.

Signature page follows.


IN WITNESS WHEREOF, the Parties hereto have each caused this Transfer Agreement to be duly signed as of the date first written above.

VITALITY FOODSERVICE CANADA  
INC.

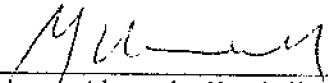
By Nestlé Canada, Inc., its successor in  
interest

  
Name: TERRENCE J. ELLWOOD  
Title: SENIOR VICE-PRESIDENT,  
GENERAL COUNSEL & SECRETARY

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.,

  
Name: Cédric Freymond  
Title: Authorised Signatory

NESTEC LTD.

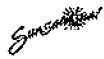



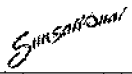

  
Name: Alexander Kemball  
Title: Authorised Signatory

*[Signature Page to General Intellectual Property Transfer Agreement]*



SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

Mark	Country	Reg. No	Reg. Date
SUNSATONAL	United States	2,229,829	3/9/1999
SUNSATONAL & Design 	United States	2,231,308	3/16/1999
DIAMOND GROVE & Design 	Canada	TMA493699	4/24/1998
DIAMOND GROVE FRUIT JUICE & Design 	Canada	TMA440708	3/24/1995
GOLDEN SUMMER†	Canada	TMA285334	11/25/1983
PRIDE & JOY†	Canada	TMA520566	12/15/1999
PRIDE OF B.C.	Canada	TMA291033	5/18/1984
PRIDE OF B.C. & Design 	Canada	TMA340345	5/20/1988
SLINGER†	Canada	TMA458030	5/24/1996
SUMMER HARVEST†	Canada	TMA350020	1/13/1989
SUMMER HARVEST†	Canada	TMA288031	2/17/1984
SUNSATONAL	Canada	TMA429698	6/24/1994
SUNSATONAL & Design 	Canada	TMA466023	11/13/1996
SUNSATONAL JUICE & Design† 	Canada	TMA340585	5/20/1988

† Vitality Canada intends to allow the denoted trademark registrations to become cancelled in due course (i.e., whenever the next deadline arises).