

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
Harris Freeman & Co., L.P.		12/10/2013	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Harris Tea Company LLC		
Street Address:	344 New Albany Road		
City:	Moorestown		
State/Country:	NEW JERSEY		
Postal Code:	08057		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2191670	HARRIS	
Registration Number:	2599719	HARRIS TEA CO.	
Registration Number:	2703957	TEA INDIA	
Registration Number:	2618464	FRUIT DREAM	
Registration Number:	1958899	GLENMERE	
Registration Number:	3569696	TWIN FLO	
Registration Number:	2902654	SHAKTI ENERGY DRINK	
Registration Number:	2659967	STERLING CHILLIES	
Registration Number:	2880473	SAIGON PEPPER	
Registration Number:	2948739	ENVIROJUTE	
Registration Number:	2128381		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$290.00 2191670

via US Mail.

Phone: 5707781726
Email: ryan@wertmanlaw.com
Correspondent Name: Ryan Wertman
Address Line 1: 1642 South Street
Address Line 2: Unit A
Address Line 4: Philadelphia, PENNSYLVANIA 19146

NAME OF SUBMITTER:	Ryan Wertman
Signature:	/Ryan Wertman/
Date:	12/16/2013
Total Attachments: 5 source=Fully Executed Trademark Assignment#page1.tif source=Fully Executed Trademark Assignment#page2.tif source=Fully Executed Trademark Assignment#page3.tif source=Fully Executed Trademark Assignment#page4.tif source=Fully Executed Trademark Assignment#page5.tif	

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (the "Assignment") is made effective as of this 10th day of December 2013 (the "Effective Date"), by and between **Harris Freeman & Co., LP** ("Assignor") and **Harris Tea Company LLC**, a Delaware limited liability company (together with its successors and assigns "Assignee"). Assignor and Assignee are herein referred to individually as a "Party" and together as the "Parties".

BACKGROUND

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire the intellectual property rights set forth herein.

AGREEMENT

Each of the Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions. The following terms have the meanings set forth below in this Assignment.

1.1 "Marks" means the trademarks, trade names, service marks, and/or service names specified in Exhibit A attached hereto, together with the applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same.

2. Assignment of Intellectual Property. Assignor hereby irrevocably transfers, conveys, assigns and sets over to Assignee, on a worldwide basis, all rights (including, without limitation, all intellectual property Rights), title, and interests in and to the Marks, and Assignor reserves no rights in any such Intellectual Marks. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Marks and to issue all registrations for said Marks, to be in the name of Assignee, as assignee of the Marks, for the sole use of Assignee in accordance with the terms of this Assignment.

3. Further Assurances.

3.1 No Retained Intellectual Property Rights. Assignor hereby acknowledges that Assignor retains no right to use the Marks and agrees not to challenge the validity of Assignee's ownership of the Marks or undertake any actions inconsistent with Assignee's ownership thereof. Upon each request by Assignee, without additional consideration, Assignor agrees promptly to execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Marks and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Marks related to the Marks in Assignee's name and for its benefit.

3.2 Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Marks assigned hereunder.

4. Miscellaneous.

4.1 Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto. If any term or other provision of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable Law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.2 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

4.3 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties.

4.4 Controlling Law. THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

4.5 Jurisdiction and Process. The courts located in Wilmington, Delaware (state and federal) have exclusive jurisdiction to hear and decide any Proceeding, and to settle any Disputes, which may arise out of or in connection with this Assignment, and, for these purposes, each party irrevocably submits to the jurisdiction of the courts located in Wilmington, Delaware (state and federal). Each party irrevocably waives any objection which it might at any time have to the courts of Delaware being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of Delaware are not a convenient or appropriate forum. Process by which any Proceedings are begun in the courts located in Wilmington, Delaware (state and federal) may be served on any of the Parties by being delivered to such party's address set

forth in the Purchase Agreement. Nothing contained in this Section 4.6 shall affect the right to serve process in another manner permitted by Law.

4.6 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO OR CONTEMPLATED UNDER THIS ASSIGNMENT, OR THE ACTS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

4.7 Entire Agreement. This Assignment, together with the Contribution Agreement and Exhibits A, states the entire understanding among the Parties with respect to the subject matter hereof, and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements with respect to the subject matter hereof.

4.8 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

4.9 Delivery by Facsimile or Electronic Means. This Assignment and each other agreement or instrument entered into in connection herewith or contemplated hereby and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other mutually agreed upon electronic means of delivery, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of a Party hereto or to any such agreement or instrument, the other Party hereto or thereto shall reexecute original forms thereof and deliver them to the other Party. No Party hereto or to any such agreement or instrument contemplated hereby shall raise the use of a facsimile machine or other mutually agreed upon electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other mutually agreed upon means of electronic transmittal as a defense to the formation or enforceability of a Contract and each such party forever waives any such defense.

4.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's-length and among Parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

ASSIGNEE:

Harris Tea Company LLC

By: 

Name: KISHORE SHAH

Title: SECRETARY

ASSIGNOR:

HARRIS FREEMAN & CO., LP

By: 

Name: KISHORE SHAH

Title: V. PRESIDENT

[Signature Page to Harris IP Assignment]

EXHIBIT A

Marks

<u>NAME:</u>	<u>REGISTRATION NUMBER:</u>
HARRIS	RN: 2,191,670
HARRIS TEA CO.	RN: 2,599,719
HARRIS LEAF DESIGN	RN: 2,128,381
TEA INDIA	RN: 2,703,957
FRUIT DREAM	RN: 2,618,464
GLENMERE	RN: 1,958,899
TWIN FLO	RN: 3,569,696
SHAKTI ENERGY DRINK	RN: 2,902,654
STERLING CHILLIES	RN: 2,659,967
SAIGON PEPPER	RN: 2,880,473
ENVIROJUTE	RN: 2,948,739