

## 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
Integrated Beverage Group, Ltd.		01/08/2014	CORPORATION: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Serial Number:	85977888	SKINNY DIPPERS	
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		
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		

OP \$40.00 85977888

TRADEMARK

NAME OF SUBMITTER:	Christa Cole
Signature:	/christa cole/
Date:	01/27/2014
<b>Total Attachments: 6</b> source=US 85977888#page1.tif source=US 85977888#page2.tif source=US 85977888#page3.tif source=US 85977888#page4.tif source=US 85977888#page5.tif source=US 85977888#page6.tif	

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF TRADEMARK RIGHTS is made as of \_\_\_\_, by and between Integrated Beverage Group, Ltd. ("Assignor"); and Société Des Produits Nestlé S.A. ("Assignee").

### WHEREAS:

- (A) Assignor owns the trademark application (the "Trademark") identified in Exhibit A hereto;
- (B) Assignee agrees to accept assignment of Assignor's interests in the Trademark, including the goodwill and ongoing business associated therewith; and
- (C) The United States Bankruptcy Court for the Eastern District of New York ("Bankruptcy Court") has jurisdiction over the Chapter 11 case of the Assignor filed on January 24, 2013 (Case No. 13-70369).

### IT IS AGREED:

#### 1. Assignment

1.1. This Assignment, and the obligations of the Assignor and Assignee pursuant to this Assignment, shall be conditioned on the Bankruptcy Court's entry of an order confirming the bankruptcy plan ("Confirmation Order"), which shall include a finding that Assignee has purchased the Trademark in "good faith" within the meaning of the Bankruptcy Code.

REDACTED

#### 2. Further Assurance

The Assignor shall execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full

benefit of this Assignment, whether in connection with any registration of title or other similar right or otherwise. Pursuant to this Section 2, Assignor agrees to record this assignment with the United States Patent and Trademark Office, in accordance with 15 U.S.C. § 1060 and 37 C.F.R. §3.16, within 7 days of receiving payment from Assignee.

3. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the law of the State of New York and the parties submit to the exclusive jurisdiction of the courts of the State of New York over any claim or matter arising under or in connection with this Agreement.

4. Notices

Any notice, request, demand, instruction, or other document or communication required or committed to be given under this Agreement shall be in writing and shall be deemed given upon delivery in person or upon being deposited in the U.S. mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, as follows:

If to Assignee:

Christa Cole  
Managing Counsel  
Nestlé USA, Inc.  
800 N. Brand Blvd.  
Glendale, CA 91203

If to Assignor:

Integrated Beverage Group  
c/o Robert Michaelson  
Rich Michaelson Magaliff Moser, LLP  
345 Madison Avenue, 19th Floor  
New York, New York 10173

5. Representations and Warranties

Assignor represents and warrants that it has good and marketable title to the Trademark and associated good will and ongoing business free and clear of all liabilities, encumbrances, and security interests whatsoever.

6. Counterparts

This Agreement may be executed simultaneously in counterparts which may be delivered by facsimile or electronic mail, each of which will be deemed an original and all of which together shall constitute but one and the same instrument.

7. Fees and Costs

Each party will bear its own costs associated with the performance of obligations under this Agreement.

8. Entire Agreement

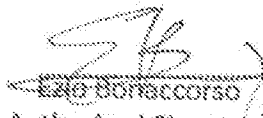
This Assignment Agreement constitutes the entire agreement and understanding between Assignor and Assignee, and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by the parties.

Signed by

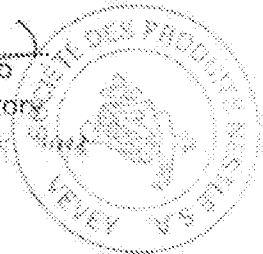


for and on behalf of Integrated Beverage  
Group, Ltd.

Signed by



for and on behalf of Société Des Produits  
Nestlé S.A. **Authorised Signatory**



# EXHIBIT A



United States Patent and Trademark Office

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# SKINNY DIPPERS

**Word Mark** SKINNY DIPPERS  
**Goods and Services** IC 029. US 048. G & S: Yogurt, yogurt-based beverages; dairy-based beverages, milk; cream, whipped toppings; soy milk drinks

IC 030. US 046. G & S: Ice cream, ice cream novelties, frozen yogurt and soft frozen yogurt; milk desserts, namely, pudding; frozen milk products, namely, frozen confections and frozen custards; frozen soy milk

IC 032. US 045 046 048. G & S: Fruit juices and fruit drinks; fruit-based beverages with yogurt; smoothies; soft drinks; mineral water, spring water, aerated water and drinking water

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85977888

**Filing Date** January 13, 2012

**Current Basis** 1B

**Original** 1B

**Filing Basis**

**Published for** December 25, 2012

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Trademark Electronic Search System (TESS)

**Opposition**

**Owner** (APPLICANT) Integrated Beverage Group, Ltd. CORPORATION NEW YORK 4440 PGA Boulevard,  
Suite 600 Palm Beach Gardens FLORIDA 33410

**Attorney of Record** Gerald T. Bodner

**Prior Registrations** 3706004;3715872

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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