

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	
Registration Number:	3706004	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 3706004

TRADEMARK

NAME OF SUBMITTER:	Christa Cole
Signature:	/christa cole/
Date:	01/27/2014
Total Attachments: 6 source=US 3706004#page1.tif source=US 3706004#page2.tif source=US 3706004#page3.tif source=US 3706004#page4.tif source=US 3706004#page5.tif source=US 3706004#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 registration (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:

I. 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
340 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.


Jean-Sébastien CEO

Signed by

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


Ezio Bonaccorso
Authorized Signatory

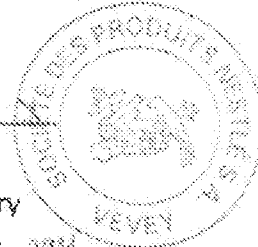


EXHIBIT A



United States Patent and Trademark Office

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SKINNY DIPPERS

Word Mark	SKINNY DIPPERS
Goods and Services	IC 030. US 046. G & S: Liquid, namely, freezer pops, packaged to be chilled or frozen for consumption. FIRST USE: 20071100. FIRST USE IN COMMERCE: 20080320
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77367858
Filing Date	January 9, 2008
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	September 2, 2008
Registration Number	3708004
Registration Date	November 3, 2009
Owner	(REGISTRANT) Integrated Beverage Group, Ltd. LIMITED LIABILITY COMPANY NEW YORK 4 Dubon Court Farmingdale NEW YORK 11735
Attorney of	Robert P. Michal

8/7/13

Trademark Electronic Search System (TESS)

Record

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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