

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMUCKER FOODS OF CANADA CORP		10/05/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	HAIN-CELESTIAL CANADA, ULC		
Street Address:	410-180 Attwell Dr		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M9W 6A9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3387200	EUROPE'S BEST GOURMET DELIGHT LE PLAISIR	
CORRESPONDENCE DATA			
Fax Number:	5166730255		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	516-587-5171		
Email:	melissa.schombs@hain.com		
Correspondent Name:	Melissa Schombs		
Address Line 1:	1111 Marcus Avenue		
Address Line 4:	Lake Success, NEW YORK 11042		
DOMESTIC REPRESENTATIVE			
Name:	The Hain Celestial Group, Inc.		
Address Line 1:	1111 Marcus Avenue		
Address Line 4:	Lake Success, NEW YORK 11042		
NAME OF SUBMITTER:	Denise S. Benun		
SIGNATURE:	/denisesbenun/		
DATE SIGNED:	05/05/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT dated as October 5, 2011 (this "Agreement") is between HAIN-CELESTIAL CANADA, ULC, a corporation incorporated under the laws of Nova Scotia (the "Assignee") and SMUCKER FOODS OF CANADA CORP., a corporation incorporated under the laws of Canada (the "Assignor"). Capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (as the same may be amended, supplemented, restated or extended from time to time, the "Purchase Agreement") dated as of the date hereof between the Assignee and the Assignor, the Assignor agreed to sell, convey, assign, transfer and set over to the Assignee, and the Assignee agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in the Purchased Intellectual Property;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. Conveyance and Assignment. The Assignor hereby conveys, assigns, transfers and delivers to the Assignee, and the Assignee hereby accepts and acquires from the Assignor, all of the Transferor's right, title and interest in the Purchased Intellectual Property including that which is set forth on Schedule "A" hereto.
2. Acknowledgement. The Assignors hereby acknowledge and agree that the Assignee may file this instrument with any appropriate official of any governmental entity or registrar to record ownership of the Purchased Intellectual Property, and receive Letters Patent, registrations or the like, as applicable, in the Assignee's own name.
3. Cooperation. The Assignor covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of the Assignee, such further documents, papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in the Assignee the ownership of the Purchased Intellectual Property, to the fullest extent possible. The Assignor hereby agrees to assist the Assignee in any reasonable manner to perfect the Assignee's right, title and interest in and to the Purchased Intellectual Property in Canada or any other country, including, without limitation, complying with all reasonable requests and instructions and any requests for documentation required by any foreign patent or trademark office, and promptly executing and delivering all documents requested by the Assignee and required by any patent or trademark office. The Assignor further agrees to cooperate with the Assignee to accomplish the filing of all instruments of transfer for the Purchased Intellectual Property in each jurisdiction. In the event that the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document when so required to effectuate fully this Agreement, the Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents, as the Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by the Assignor.
4. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5. Jurisdiction and Service of Process. Any action or proceeding arising out of or relating to this Agreement must be brought in the courts of the Province of Ontario. Each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement and waives any objection it may now or hereafter have to venue or to convenience of forum.

6. Entire Agreement. This Agreement and the Purchase Agreement (and the documents and instruments referred to therein), constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements or representations by or among the parties hereto, or any of them, written or oral, with respect to the subject matters of this Agreement.

7. Paramountcy. This Agreement is delivered pursuant to and is subject to all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail; provided that the existence of a particular covenant or other provision in this Agreement not contained in the Purchase Agreement shall not be deemed to be an inconsistency, and that particular covenant or other provision shall continue to apply.

8. Assignment and Successors. This Agreement binds and benefits the parties hereto and their respective successors and permitted assigns.

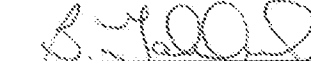
9. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way and the parties hereto agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

10. Counterparts. The parties hereto may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each party hereto to the other parties hereto. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

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IN WITNESS WHEREOF this Agreement has been executed by the parties.

HAIN-CELESTIAL CANADA, ULC

By: 
Name: Boenig Goldenburg
Title: President

SMUCKER FOODS OF CANADA CORP.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF this Agreement has been executed by the parties.

HAIN-CELESTIAL CANADA, ULC

By: _____

Name: _____

Title: _____

SMUCKER FOODS OF CANADA CORP.

By: _____

Name: _____

Title: _____

DAVE LEMMON
MANAGING DIRECTOR

Schedule A
Purchased Intellectual Property

Country	Trademark Name	Appln. No.	Filing Date	Reg. No.	Reg. Date	Status
Canada	ALOHA GOLD ANANAS	1229504	08/31/04	TMA645522	08/10/05	Registered
Canada	ALOHA GOLD PINEAPPLE	1229505	08/31/04	TMA653611	11/25/05	Registered
Canada	EUROPE'S BEST	1128499	01/21/02	TMA623873	10/28/04	Registered
Canada	EUROPE'S BEST & DESIGN	1169289	02/26/03	TMA624152	11/01/04	Registered
Canada	FROZA	1136414	04/08/02	TMA627890	12/08/04	Registered
Canada	FROZEN FOOD WITH THAT REAL FRESH TASTE	1250815	03/10/05	TMA661266	03/23/06	Registered
Canada	FROZEN FRUIT WITH THAT REAL FRESH TASTE	1229507	08/31/04	TMA644433	07/15/05	Registered
Canada	JARDIN ZEN	1247931	02/16/05	TMA658020	02/03/06	Registered
Canada	LES FRUITS SURGELES AU BON GOUT DES FRUITS FRAIS	1229506	08/31/04	TMA654975	12/13/05	Registered
Canada	WE ONLY FREEZE THE BEST	1263146	06/21/05	TMA665034	05/26/06	Registered
Canada	ZEN GARDEN	1247932	02/16/05	TMA658018	02/03/06	Registered
Canada	FRUIT ESSENTIALS	1526057	05/03/11			Formalized
France	EUROPE'S BEST	43322822	11/09/04	43322822	04/15/05	Registered
France	EUROPE'S BEST & Design	43322825	11/09/04	43322825	04/15/05	Registered
France	ON NE SURGELE QUE LE MEILLEUR	053378935	09/08/05	053378935	05/26/06	Registered

Country	Trademark Name	Appln. No.	Filing Date	Reg. No.	Reg. Date	Status
US	EUROPE'S BEST	76/514,312	15/05/2003	3,009,699	25/10/2005	Registered (expires October 25, 2011) (Supplemental)
US	EUROPE'S BEST GOURMET DELIGHT LE PLAISIR DU GOURMET & Design	76/514,811	16/05/2003	3,387,200	26/02/2008	Registered
US	WE ONLY FREEZE THE BEST	78/676,347	07/22/05	3,172,683	11/14/06	Registered (Supplemental)
Country	Domain Name	Appln. No.	Filing Date	Reg. No.	Expiry Date	Status
n/a	europesbest.com	n/a	n/a	n/a	15/06/2015	Registered
n/a	europesbest.ca	n/a	n/a	n/a	22/08/2013	Registered
n/a	europesbest.biz	n/a	n/a	n/a	30/09/2013	Registered
n/a	europesbest.info	n/a	n/a	n/a	01/10/2013	Registered
n/a	europesbest.org	n/a	n/a	n/a	01/10/2013	Registered