

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe des Produits Nestle S.A.		06/30/2014	Societe anonyme: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Harvest Hill Beverage Company		
Street Address:	5 High Ridge Park		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4246841	FRUIT FOR ALL PROJECT	
Registration Number:	4335487	FRUIT PROMISE	
Registration Number:	1094669	JUICY JUICE	
Registration Number:	1191309	FRUITFUL	
CORRESPONDENCE DATA			
Fax Number:	8186373311		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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		
NAME OF SUBMITTER:	Attorney of Record, California bar member		
SIGNATURE:	/christa cole/		
DATE SIGNED:	07/17/2014		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Nestlé USA, Inc., a Delaware corporation ("Nestlé"), and Harvest Hill Beverage Company, a Delaware corporation ("Buyer"), have entered into that certain Asset Purchase Agreement, dated as of June 30, 2014 (the "Asset Purchase Agreement"), pursuant to which Nestlé has agreed to sell, and Buyer has agreed to buy, certain assets; and

WHEREAS, SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland ("SPN"), NESTEC S.A., a corporation organized under the laws of Switzerland ("Nestec" and, together with SPN, "Seller"), and Buyer have entered into that certain Intellectual Property Purchase and License Agreement, dated as of the date hereof (the "Intellectual Property Purchase and License Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, certain intellectual property upon the terms and conditions set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, its lawful successors and assigns, all of Seller's right, title and interest in, to and under the Transferred Intellectual Property and the Quitclaim IP (as each is defined in the Intellectual Property Purchase and License Agreement), in the United States and all countries of the world, including without limitation the marks set forth in Schedule I hereto, and all registrations and applications for registration of the marks, together with the goodwill of the business symbolized by the marks, including all rights of priority from the applications for registration, and any and all rights of recovery based on past infringement of the Transferred Intellectual Property and the Quitclaim IP, including without limitation said marks, the same to be held and enjoyed by the Buyer, its successors and assigns, forever and to the full end of the terms for which the aforesaid marks are registered and any renewals of the terms thereof. Notwithstanding anything to the contrary herein, the foregoing assignment and transfer to Buyer does not include, and Seller expressly retains, Seller's right, title and interest in, to and under any and all Excluded Intellectual Property (as defined in, and subject to, the Intellectual Property Purchase and License Agreement).

Seller further agrees to execute, at Buyer's expense, such further documents as may be required to record Buyer as the owner of the Transferred Intellectual Property and the Quitclaim IP.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Intellectual Property Rights has been signed as of the date set forth above.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: 

Name:

Philippe Claude

Title:

Authorized Signature without title

[Signature Page – Assignment of Intellectual Property Rights]


NESTEC S.A.

By: 
Name: Odette Dupont Bonvin
Title: Assistant Vice President

[Signature Page – Assignment of Intellectual Property Rights]

Schedule I

TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	REG. NO.	ISSUE DATE	CLASS AND GOODS	NEXT RENEWAL
Jamaica	JUICY JUICE	60418	Feb 11 2013	32: Beers; mineral and aerated waters and other non-alcoholic beverages; fruit beverages and fruit juices; syrups and other preparations for making beverages.	May 15 2022
Switzerland	JUICY JUICE and Design (B&W) 	574985	Jul 07 2008	32: Bières; eaux aromatisées; boissons aromatisées aux fruits et boissons à base de fruits, jus de fruits et jus de légumes, nectars, limonades, sodas et autres boissons non alcooliques (à l'exception des eaux minérales et gazeuses ou gazéifiées, eaux traitées, eaux de source, eaux minérales); sirops, extraits et essences et autres préparations pour faire des boissons non alcooliques (à l'exception des huiles essentielles); boissons à base de ferments lactiques; boissons à base de soja; boissons à base de malt; boissons isotoniques.	Feb 01 2018
United States	FRUIT FOR ALL PROJECT	4246841	Nov 20 2012	35: Advertising, marketing and promotion services for the donation of fresh fruit to needy children.	Nov 20 2022
United States	FRUIT PROMISE	4335487	May 14 2013	32: Fruit juices.	May 14 2023
United States	JUICY JUICE	1094669	Jun 27 1978	32: Fruit juices.	Jun 27 2018
United States	FRUITFUL	1191309	March 2, 1982		Canceled 10/14/1988

TRADEMARK APPLICATIONS

COUNTRY	TRADEMARK	APPL. NO.	DATE FILED	CLASS AND GOODS	STATUS
Colombia	JUICY JUICE	12145209	Aug 27 2012	32: Bebidas no alcoholicas,	

Schedule I

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