

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360419

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McNeil Nutritionals, LLC		09/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heartland Consumer Products LLC		
<b>Street Address:</b>	14300 Clay Terrace Blvd.		
<b>Internal Address:</b>	Suite 249		
<b>City:</b>	Carmel		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46032		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3859139	NATURALLY 5 CALORIES SUN CRYSTALS ALL-NA	
<b>Registration Number:</b>	3859140	SUN CRYSTALS ALL-NATURAL SWEETENER	
<b>Registration Number:</b>	3859173		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>			
<b>Phone:</b>	216.363.4677		
<b>Email:</b>	trademark@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		
<b>Address Line 2:</b>	200 Public Square, Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	57869-52		
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier		
<b>SIGNATURE:</b>	/Duncan H. Poirier/		
<b>DATE SIGNED:</b>	10/29/2015		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of September 25, 2015 (the "Effective Date"), is made from McNeil Nutritionals, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignor"), to Heartland Consumer Products LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Trademark and Domain Purchase and Sale Agreement, dated as of September 25, 2015 (the "Purchase and Sale Agreement"), by and among Johnson & Johnson, a corporation organized under the laws of the State of New Jersey, Assignor (collectively, the "Seller"), and Heartland Consumer Products LLC, a limited liability company organized under the laws of the State of Delaware ("Buyer"), the Seller agreed to, and to cause its affiliates to, sell, convey, assign and transfer to the Buyer, and the Buyer agreed to, or to cause its affiliates to, accept the trademark registrations and trademark applications identified on Schedule 1 attached hereto (collectively, the "Marks");

WHEREAS, Assignor is the owner of the Marks; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of the Effective Date, and Assignee hereby accepts, all Assignor's right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all rights, if any, to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

Assignor and its affiliates make no representations, warranties, covenants, agreements or indemnities, and hereby disclaim all implied warranties, with respect to the validity of Assignee's ability to use the Marks.

Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Marks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignee as the assignee and owner of the Marks. For a period of twelve (12) months after the date hereof,

Assignor, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

This Assignment is executed by Assignor and shall be binding upon Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes.

Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

**ASSIGNOR**

MCNEIL NUTRITIONALS, LLC

By



Name: Marci A. Blazer  
Title: Assistant Secretary

Address for Notices:

Johnson & Johnson Law Department

One Johnson & Johnson Plaza

New Brunswick, New Jersey 08933

Attention: Chief Trademark Counsel

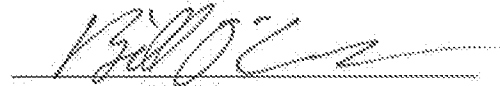
Fax: (732) 524-2471

AGREED TO AND ACCEPTED:

ASSIGNEE

HEARTLAND CONSUMER PRODUCTS LLC

By



Name: Bill O'Connor

Title: Authorized Signatory

Address for Notices:

Heartland Consumer Products LLC

14300 Clay Terrace Blvd.

Suite 249

Carmel, Indiana 46032

Attention: Bill O'Connor

Email: bill.oconnor@heartlandfpg.com

**SCHEDULE 1**

TRADEMARK	COUNTRY	STATUS	CLASS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
SUN CRYSTALS	CANADA	REGISTERED	01, 05	1324818	11/14/2006	TMA814987	01/05/2012	MCNEIL NUTRITIONALS, LLC
NATURALLY 5 CALORIES & DESIGN	CANADA	REGISTERED	01	1455754	10/16/2009	TMA814988	01/05/2012	MCNEIL NUTRITIONALS, LLC
SUN CRYSTALS AND SUN DESIGN	CANADA	REGISTERED	01	1455756	10/16/2009	TMA814989	01/05/2012	MCNEIL NUTRITIONALS, LLC
SUN CRYSTALS SUN DESIGN	CANADA	REGISTERED	01	1455757	10/16/2009	TMA814990	01/05/2012	MCNEIL NUTRITIONALS, LLC
NATURALLY 5 CALORIES & DESIGN	UNITED STATES OF AMERICA	REGISTERED	30	77/819064	09/03/2009	3859139	10/12/2010	MCNEIL NUTRITIONALS, LLC
SUN CRYSTALS AND SUN DESIGN	UNITED STATES OF AMERICA	REGISTERED	30	77/819065	09/03/2009	3859140	10/12/2010	MCNEIL NUTRITIONALS, LLC
SUN CRYSTALS SUN DESIGN	UNITED STATES OF AMERICA	REGISTERED	30	77/822348	09/09/2009	3859173	10/12/2010	MCNEIL NUTRITIONALS, LLC

**TRADEMARK**

**REEL: 005655 FRAME: 0842**