

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONOPCO, INC.		11/23/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Unilever BCS US, Inc.		
Street Address:	700 Sylvan Avenue		
City:	Englewood Cliffs		
State/Country:	NEW JERSEY		
Postal Code:	07632		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4732026	BREAKFAST AFTER DARK	
Registration Number:	2164354	BRUMMEL & BROWN	
Registration Number:	2306611	BRUMMEL & BROWN SIMPLY STRAWBERRY	
Registration Number:	1281767	COUNTRY CROCK	
Registration Number:	3069803	COUNTRY CROCK	
Registration Number:	4638195	COUNTRYCROCK SIMPLY DELICIOUS	
Registration Number:	4053991	I CAN'T BELIEVE IT'S NOT BUTTER!	
Registration Number:	3376857	I CAN'T BELIEVE IT'S NOT BUTTER!	
Registration Number:	1257722	I CAN'T BELIEVE IT'S NOT BUTTER!	
Registration Number:	3411300	I CAN'T BELIEVE IT'S NOT BUTTER!	
Registration Number:	4618599	I CAN'T BELIEVE IT'S NOT BUTTER! DELICIO	
Registration Number:	4157002	IMPERIAL	
Registration Number:	4778070	IT'S TIME TO BELIEVE	
Registration Number:	0971988	PROMISE	
Registration Number:	3874997	PROMISE	
Registration Number:	3363590	PROMISE ACTIV	
Registration Number:	4056611	PROMISE ACTIV	
Registration Number:	3047896	SHEDD'S COUNTRY CROCK	
Registration Number:	1507377	SHEDD'S SPREAD COUNTRY CROCK	

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Property Type	Number	Word Mark
Registration Number:	2011836	SHEDD'S SPREAD COUNTRY CROCK CHURN STYLE
Registration Number:	3474410	SHEDD'S SPREAD COUNTRY CROCK SPREADABLE
Serial Number:	85582519	BECEL
Serial Number:	85647092	BECEL ACTIV
Serial Number:	86212336	BELIEVE
Serial Number:	86321976	BELIEVE IN REAL
Serial Number:	86393033	SPREAD THE BETTER
Serial Number:	86556206	WHAT THE FAT

CORRESPONDENCE DATA

Fax Number: 2123101635
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.
Phone: 212 626 4242
Email: nyctrademarks@bakermckenzie.com
Correspondent Name: Baker & McKnezie LLP
Address Line 1: 452 Fifth Avenue
Address Line 2: Lindsey Utrata
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	10060058/50042850
NAME OF SUBMITTER:	Lindsey Utrata
SIGNATURE:	/LU/
DATE SIGNED:	12/09/2015

Total Attachments: 5
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DATED NOVEMBER 23, 2015

Conopco, Inc.

and

Unilever BCS US, Inc., a Delaware corporation

TRADE MARK ASSIGNMENT
United States of America

TRADE MARK ASSIGNMENT

DATE:

BETWEEN:

- (1) Conopco, Inc., a New York corporation, whose registered office is at 700 Sylvan Avenue, Englewood Cliffs, NJ 07632, USA ("Assignor"); and
- (2) Unilever BCS US, Inc., a Delaware corporation, whose registered office is at 700 Sylvan Avenue Englewood Cliffs, NJ 07632 ("Assignee").

RECITALS:

- (A) The Assignor is the owner of certain registered trade marks and/or the applicant of certain trade mark applications.
- (B) The Assignor has agreed to assign such trade mark rights to the Assignee in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. ASSIGNMENT

- 1.1 For good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the registered trade marks, service marks, trade names, logos, insignias, designs and other proprietary interests therein, including, without limitation, all registrations and applications for registration therefor set out in the schedule to this Agreement together with the goodwill attaching thereto and any common law rights therein (the "Trade Marks").

Such Trade Marks are to be held and enjoyed by Assignee, **successor to the business or portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing**, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trademarks; with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

2. FURTHER ASSURANCE

The Assignor agrees at the request and cost of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Trade Marks.

3. ENTIRE AGREEMENT

- 3.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.

3.2 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.

3.3 Nothing in this Agreement shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

4. GOVERNING LAW & JURISDICTION

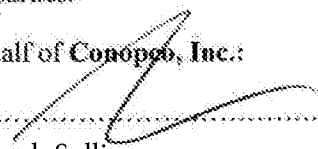
The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, US law and the parties hereto submit to the exclusive jurisdiction of the US courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

5. GENERAL

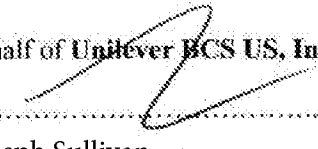
This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

EXECUTED by the parties:

Signed for and on behalf of ~~Conopco~~, Inc.:

Signature: 
Name: Joseph Sullivan
Title: Attorney
Date: Monday, November 23, 2015

Signed for and on behalf of ~~Unilever~~ BCS US, Inc.:

Signature: 
Name: Joseph Sullivan
Title: Attorney
Date: Monday, November 23, 2015

SCHEDULE

COUNTRY	TRADE MARK	GRN	APPLICATION NO	REGISTRATION NO
United States of America	BECEL (STYLISED) & DESIGN	3284137	85582519	
United States of America	BECEL ACTIV (STYLISED) & DESIGN	3299304	85647092	
United States of America	BELIEVE	3957193	86212336	
United States of America	BELIEVE IN REAL	4267239	86321976	
United States of America	BREAKFAST AFTER DARK	3861957	85857107	4732026
United States of America	BRUMMEL & BROWN	2081502	75031306	2164354
United States of America	BRUMMEL & BROWN SIMPLY STRAWBERRY	2081506	75500054	2306611
United States of America	COUNTRY CROCK	2081534	73352900	1281767
United States of America	COUNTRY CROCK	2081360	76606538	3069803
United States of America	COUNTRY CROCK SIMPLY DELICIOUS (STYLISED) & DESIGN	3899590	86046495	4638195
United States of America	I CAN'T BELIEVE IT'S NOT BUTTER! (STYLISED)	2828594	85148451	4053991
United States of America	I CAN'T BELIEVE IT'S NOT BUTTER!	2443526	76678922	3376857
United States of America	I CAN'T BELIEVE IT'S NOT BUTTER!	2081415	73340075	1257722
United States of America	I CAN'T BELIEVE IT'S NOT BUTTER! (STYLISED) & DESIGN	2443525	76678921	3411300
United States of America	I CAN'T BELIEVE IT'S NOT BUTTER! DELICIOUSLY SIMPLE (STYLISED) & DESIGN	3899603	86046500	4618599
United States of America	IMPERIAL	3242664	85409115	4157002
United States of America	IT'S TIME TO BELIEVE	3939764	86148400	4778070
United States of America	PROMISE	2081299	72453527	971988
United States of America	PROMISE (STYLISED) & DESIGN	2825735	77980389	3874997
United States of America	PROMISE ACTIV	1683310	78858071	3363590

United States of America	PROMISE ACTIV (STYLISED) & DESIGN	2426643	77457343	4056611
United States of America	SHEDD'S COUNTRY CROCK	2081346	76606530	3047896
United States of America	SHEDD'S SPREAD COUNTRY CROCK (STYLISED) & DESIGN	2081694	73694487	1507377
United States of America	SHEDD'S SPREAD COUNTRY CROCK CHURN STYLE SWEET BUTTERY TASTE (STYLISED) & DESIGN	2081696	74736241	2011836
United States of America	SHEDD'S SPREAD COUNTRY CROCK SPREADABLE STICKS (STYLISED) & DESIGN	2446245	76679857	3474410
United States of America	SPREAD THE BETTER	4285837	86393033	
United States of America	WHAT THE FAT	4554115	86556206	