

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPO Brands, Inc.		11/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merisant Company		
Street Address:	125 South Wacker Drive		
Internal Address:	Suite 3150		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86820614	NATURE SWEET	
CORRESPONDENCE DATA			
Fax Number:	3124276663		
<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:	(312) 427-1300		
Email:	chiustm@ladas.net		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	224 South Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	NATURE SWEET/CHRIS		
NAME OF SUBMITTER:	KEVIN A. THOMPSON		
SIGNATURE:	/KEVIN A. THOMPSON/		
DATE SIGNED:	12/15/2015		
Total Attachments: 2			
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ASSIGNMENT OF U.S. TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") made as of November 18, 2015 by Earth Pride Organics, LLC a Pennsylvania corporation having its principal place of business at 2320 Norman Road, Lancaster, Pennsylvania 17601, and its subsidiary, EPO Brands, Inc. a Delaware corporation having its principal place of business at 2320 Norman Road, Lancaster, Pennsylvania 17601 (together "Assignor"), to Merisant Company, a Delaware corporation having its principal place of business at 125 South Wacker Drive Suite 3150, Chicago, Illinois 60606 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement dated as of November 15, 2015 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has used and is using, in connection with the manufacture, distribution, and sale of natural sweetener (the "Business") the mark NATURE SWEET, which is the subject of an application to register with the United States Patent and Trademark Office in international class 30, identified as Application Serial No. 86/820,614 (the "Assigned Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Assigned Mark and the goodwill with which it is associated and which is symbolized by the Assigned Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned Mark throughout the United States, the registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens; all rights to apply for registrations for it and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall execute and deliver to Assignee, at Assignee's expense, such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee more effectively to vest in Assignee beneficial and record title to the Assigned Mark, and to put Assignee in actual possession and operating control of such Assigned Marks.

Nothing contained herein shall be deemed to modify, direct, expand or amend any of the representations and warranties or rights and remedies of the Parties under the Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 18th day of November, 2015.

EARTH PRIDE ORGANICS, LLC and
EPO BRANDS, INC.

By: 
Name: Michael Thompson
Title: Chief Executive Officer and
President