

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Natural Products		12/31/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Svelte LLC		
Street Address:	1250 E. Lathrop Road		
City:	Lathrop		
State/Country:	CALIFORNIA		
Postal Code:	95330		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3958813	CALNATURALE SVELTE	
Serial Number:	86496828	SVELTE	
Registration Number:	4096596	SVELTE	
Registration Number:	4049131	ENJOY YOURSELF	
Registration Number:	4049133	HELLO BEAUTIFUL	
Registration Number:	4049135	JUST YOUR STYLE	
Registration Number:	4049129	LOOKING GOOD	
Registration Number:	3972092		
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen M. Haggerty		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	119119-1		
NAME OF SUBMITTER:	Patchen M. Haggerty		

OP \$215.00 3958813

SIGNATURE:	/Patchen M. Haggerty/
DATE SIGNED:	01/22/2016
Total Attachments: 7 source=TM Assignment - California Natural Products to Svelte LLC#page1.tif source=TM Assignment - California Natural Products to Svelte LLC#page2.tif source=TM Assignment - California Natural Products to Svelte LLC#page3.tif source=TM Assignment - California Natural Products to Svelte LLC#page4.tif source=TM Assignment - California Natural Products to Svelte LLC#page5.tif source=TM Assignment - California Natural Products to Svelte LLC#page6.tif source=TM Assignment - California Natural Products to Svelte LLC#page7.tif	

USPTO ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made by California Natural Products, a California corporation, (“**Assignor**”), in favor of Svelte LLC, a Delaware limited liability company (“**Assignee**”), pursuant to that certain Separation and Distribution Agreement dated as of December 31, 2015 (the “**Separation Agreement**”) by and among Assignor and Assignee, in which Assignor agreed to transfer and assign all of the assets of Assignor used in or associated with the CalNaturale Svelte® line of business of Assignor to Assignee. Capitalized terms used but not otherwise defined in this Assignment have the meaning set forth in the Separation Agreement.

Assignor and Assignee hereby agree as follows.

1. **Definitions.** In addition to terms defined elsewhere in this Assignment or in the Separation Agreement, the following terms will have the following specified meanings:

“**Trademarks**” means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product or service, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

“**Trademark Applications and Registrations**” means any applications or registrations for any Trademarks listed on the attached Schedule A.

2. **Trademark Assignment.** Effective at the Closing, Assignor hereby assigns, transfers and contributes to Assignee, all of Assignor’s right, title and interest in and to the Trademarks and Trademark Applications and Registrations listed on Schedule A, together with any and all goodwill associated with such Trademarks and Trademark Applications and Registrations

3. **Additional Actions.** At any time after the date of this Assignment, at Assignee’s request and sole expense, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment, including, but not limited to prosecuting, maintaining and enforcing the Trademarks and applications and registrations thereon.

4. **Recordations.** This Assignment may be filed in any or all countries of the world. Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all registrations that have been granted or may be granted upon the Trademarks in the name of Assignee, as the assignee to the entire interest therein.

5. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6. **Entire Agreement.** This Assignment and the Separation Agreement, together with the documents referenced herein and therein, and the attached Exhibits and Schedules constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Separation Agreement and incorporates all of the terms and conditions of the Separation Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Separation Agreement, the terms and conditions of the Separation Agreement shall

govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Separation Agreement or the survival thereof.

7. **Attorney-In-Fact.** In the event that Assignor is unable to or fails to take the necessary steps to effectuate the transfer of the Trademarks as described hereunder, then Assignor hereby irrevocably appoints Assignee and its agents as its attorney-in-fact to execute any necessary documents, authorize any transfers and to take such actions as are necessary to effectuate the transfer of the Trademarks to Assignee.

This Assignment is effective as of December 31, 2015.

ASSIGNOR:

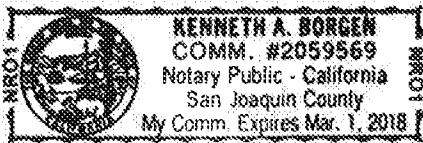
CALIFORNIA NATURAL PRODUCTS
a California corporation

By: *Pat R Mitchell*
Name: Pat R. Mitchell
Title: President

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN) ss.

On this 31 day of December, 2015, personally appeared before me, Pat R. Mitchell, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his voluntary act and deed, and as President of California Natural Products, did execute the same for the uses and purposes therein set forth.

[SEAL OR STAMP]



Pat R Mitchell
PAT R MITCHELL
[Print/Type Name]

NOTARY PUBLIC in and for the State of California

My commission expires: Mar 1, 2018

[Signature Page to USPTO Assignment]

SCHEDULE A

List of Trademarks

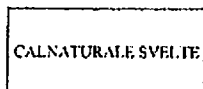
See attached.

Worldwide Trademark Portfolio

Trademark	TM Status	Application #	Application Date	Owner	Class	Goods	H&H Ref #
White		Registration #	Registration Date				

United States of America

CALNATURALE SVELTE	Registered	77/850,964	Oct 16 2009	California Natural Products			75122.0002
		3,958,813	May 10 2011				



5 Nutritional drinks used for meal replacement, therapeutic agents for weight control and appetite suppression, namely, drinks and foods; dietary supplements; soy-based and rice-based meal replacement beverages

29 Soy-based and rice-based food beverages used as a milk substitute

Scott S. Havlick
 Due Date Action
 May 10 2017 Sec 8 Affidavit due

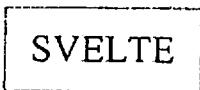
SVELTE	Pending	86496828	Jan 6 2015	California Natural Products			75122.0067
	Allowed						



30 Bagels; bakery goods; bakery products; bread; breakfast cereal; cereal energy bars; cereal-based snack foods; flour; pasta; pasta noodles; pita; tortillas

Scott S. Havlick
 Due Date Action
 Jul 28 2016 2nd IU Extension Due

SVELTE	Registered	77/880,089	Nov 24 2009	California Natural Products			75122.0005
		4,096,596	Feb 7 2012				



5 Nutritional drinks [and food bars] used for meal replacement; therapeutic agents in the nature of [processed foods and] beverages adapted for medical purposes for use in weight control and appetite suppression regimes; dietary supplements; soy-based and rice-based meal replacement beverages

29 Soy-based and rice-based food beverages used as a milk substitute

Scott S. Havlick
 Due Date Action
 Feb 7 2018 Sec 8 Affidavit due

Worldwide Trademark Portfolio

Trademark	TM Status	Application #	Application Date	Owner	Class	Goods	H&H Ref #
White		Registration #	Registration Date				

United States of America

ENJOY YOURSELF	Registered	85/289,591	Apr 7 2011	California Natural Products	5	Nutritional drinks and food bars used for meal replacement; therapeutic agents in the nature of processed foods and beverages adapted for medical purposes for use in weight control and appetite suppression regimes; dietary supplements; soy-based and rice-based meal replacement beverages	75122.0016
		4,049,131	Nov 1 2011				

Scott S. Havlick

Due Date *Action*
Nov 1 **Sec 8 Affidavit**
2017 **due**

HELLO BEAUTIFUL	Registered	85/289,597	Apr 7 2011	California Natural Products	5	Nutritional drinks and food bars used for meal replacement; therapeutic agents in the nature of processed foods and beverages adapted for medical purposes for use in weight control and appetite suppression regimes; dietary supplements; soy-based and rice-based meal replacement beverages	75122.0017
		4,049,133	Nov 1 2011				

Scott S. Havlick

Due Date *Action*
Nov 1 **Sec 8 Affidavit**
2017 **due**

JUST YOUR STYLE	Registered	85/289,605	Apr 7 2011	California Natural Products	5	Nutritional drinks and food bars used for meal replacement; therapeutic agents in the nature of processed foods and beverages adapted for medical purposes for use in weight control and appetite suppression regimes; dietary supplements; soy-based and rice-based meal replacement beverages	75122.0018
		4,049,135	Nov 1 2011				

Scott S. Havlick

Due Date *Action*
Nov 1 **Sec 8 Affidavit**
2017 **due**

LOOKING GOOD	Registered 85/289,580	Apr 7 2011	California Natural Products	75122.0015
	4,049,129	Nov 1 2011		

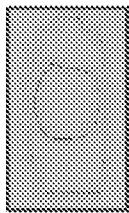
5
Nutritional drinks and food bars used for meal replacement; therapeutic agents in the nature of processed foods and beverages adapted for medical purposes for use in weight control and appetite suppression regimes; dietary supplements; soy-based and rice-based meal replacement beverages

Scott S. Havlick
Due Date Action
Nov 1 Sec 8 Affidavit
2017 due

Talking Bubble Trade Dress	Registered 77929734	Feb 6 2010	California Natural Products	75122.0007
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(Design)

3972092 **May 31
2011**



5
29
Nutritional drinks used for meal replacement, therapeutic drinks for weight control and appetite suppression; dietary supplements; soy-based and rice-based meal replacement beverages
Soy-based and rice-based food beverages used as a milk substitute

Scott S. Havlick
Due Date Action
May 31 Review for
2016 Section 15
Affidavit