

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384469

<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>
Vitasoy USA Inc.		05/09/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nasoya Foods USA LLC		
<b>Street Address:</b>	1 New England Way		
<b>City:</b>	Ayer		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01432		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2235348	AZUMAYA	
<b>Registration Number:</b>	2831646	AZUMAYA	
<b>Registration Number:</b>	1466460	AZUMAYA	
<b>Registration Number:</b>	4627851	AZUMAYA	
<b>Registration Number:</b>	1708433	NASOYA	
<b>Registration Number:</b>	2699453	NASOYA	
<b>Registration Number:</b>	3895567	NASOYA	
<b>Registration Number:</b>	3443091	NASOYA	
<b>Registration Number:</b>	1586944	NAYONAISE	
<b>Registration Number:</b>	2019788	TOFUMATE	
<b>Registration Number:</b>	3848927	TOFUPLUS	
<b>Registration Number:</b>	4369175	NAYO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126025050		
<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>	3126025000		
<b>Email:</b>	bcipdocketing@bryancave.com		
<b>Correspondent Name:</b>	Mark A. Paskar		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>TRADEMARK</b>			

CH \$315.00 2235348

<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2750
<b>ATTORNEY DOCKET NUMBER:</b>	C085916/0391687
<b>NAME OF SUBMITTER:</b>	Mark A. Paskar
<b>SIGNATURE:</b>	/Mark A. Paskar/
<b>DATE SIGNED:</b>	05/16/2016
<b>Total Attachments: 8</b> source=Trademark Assignment Agreement (fully executed) (2)#page1.tif source=Trademark Assignment Agreement (fully executed) (2)#page2.tif source=Trademark Assignment Agreement (fully executed) (2)#page3.tif source=Trademark Assignment Agreement (fully executed) (2)#page4.tif source=Trademark Assignment Agreement (fully executed) (2)#page5.tif source=Trademark Assignment Agreement (fully executed) (2)#page6.tif source=Trademark Assignment Agreement (fully executed) (2)#page7.tif source=Trademark Assignment Agreement (fully executed) (2)#page8.tif	

## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of the 9th day of May, 2016, by and between Vitasoy USA Inc., a California corporation with an address at One New England Way, Ayer, Massachusetts 01432, USA (“Assignor”), and Nasoya Foods USA LLC, a Delaware limited liability company with an address at 1 New England Way, Ayer, MA 01432 (“Assignee”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of March 23, 2016, by and among Assignor and Assignee, among others (the “Purchase Agreement”). Assignee was formerly known as Coast Acquisition Company LLC.

### **RECITALS**

**WHEREAS**, Assignor and Assignee are parties to the Purchase Agreement; and

**WHEREAS**, this Agreement is made and delivered pursuant to Section 1.5 of the Purchase Agreement.

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached Schedule 1, including but not limited to the trademark and service mark applications and registrations listed therein and any and all common law rights related thereto, together with the goodwill of the business associated therewith (the “Trademarks”); and

**WHEREAS**, Assignee desires to acquire all right, title, and interest in and to the Trademarks, and the goodwill of the business associated therewith;

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

### **AGREEMENT**

**1. Assignment.** Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all rights, title and interest in and to the Trademarks, together with Assignor’s right to police, monitor and enforce said Trademarks against any and all past and current infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred prior to and following the date of this Agreement.

**2. Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authorities in foreign patent and trademark offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

**3. Governing Agreement.** This Agreement is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and shall be

binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. Each of the parties acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. This Agreement is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in, or contemplated by, the Purchase Agreement, and in the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. **Amendments.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all of the parties hereto.

5. **Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, Assignor shall do such acts and execute such further documents and instruments, including further or additional trademark assignment agreements suitable for recordation with foreign trademark authorities, as may be reasonably required to make effective the transactions contemplated hereby.

6. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"ASSIGNOR"

VITASOY USA INC.

By: Walter M Riglian Jr

Name: WALTER M RIGLIAN JR

Title: PRESIDENT & CEO

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

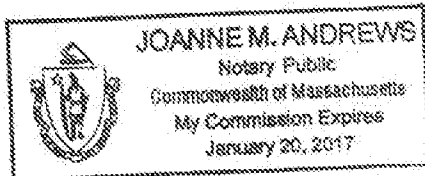
On this 5<sup>th</sup> day of MAY, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared WALTER M RIGLIAN JR, known by me to be the person of the above name duly authorized to execute this Agreement and who signed and executed the foregoing instrument on behalf of Vitasoy USA Inc.

Given under my hand and seal of office this 5<sup>th</sup> day of MAY, 2016.

My commission expires: JANUARY 20, 2017

Joanne M. Andrews

Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

**"ASSIGNEE"**

NASOYA FOODS USA LLC (formerly known as  
COAST ACQUISITION COMPANY LLC)

By: *[Signature]*

Name: Doseok Kim

Title: Managing member.

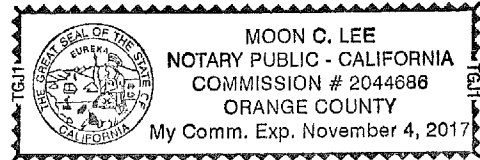
STATE OF California

COUNTY OF Orange

On this 4<sup>th</sup> day of May, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared Doseok Kim, known by me to be the person of the above name duly authorized to execute this Agreement and who signed and executed the foregoing instrument on behalf of Nasoya Foods USA LLC.

Given under my hand and seal of office this 4<sup>th</sup> day of May, 2016.

My commission expires: Nov. 4, 2017





*[Signature]*  
Notary Public

## SCHEDULE 1

### List of Trademarks

A. Registered Trademarks.

Country	Mark	App. No.	Filing Date	Owner
		Reg. No.	Reg. Date	
Australia	NASOYA	1581594	20/9/2013	Vitasoy USA Inc.
		1581594	20/9/2013	
Canada	NASOYA	0713412	23/9/1992	Vitasoy USA Inc.
		TMA438,672	3/2/1995	
Canada	NAYO	1542641	8/9/2011	Vitasoy USA Inc.
		TMA851,746	28/5/2013	
Canada	NAYONAISE	1081593	6/11/2000	Vitasoy USA Inc.
		TMA577,173	10/3/2003	
Canada	San Sui (in Chinese Characters) & Design 	1111382	1/8/2001	Vitasoy USA Inc.
		TMA607,313	8/4/2004	
Canada	NASOYA & Design 	1121472	11/7/2001	Vitasoy USA Inc.
		TMA605160	3/15/2004	
Chile	AZUMAYA	660762	23/9/2004	Vitasoy USA Inc.
		721285	24/3/2005	
Chile	NASOYA	655495	21/1/2003	Vitasoy USA Inc.

<b>Country</b>	<b>Mark</b>	<b>App. No.</b> <b>Reg. No.</b>	<b>Filing Date</b> <b>Reg. Date</b>	<b>Owner</b>
Chile	NAYONAISE	603498 826236	7/4/2003 1/9/2008	Vitasoy USA Inc.
China, People's Republic	NASOYA	070-13112-24 13179249	3/9/2013 14/3/2015	Vitasoy USA Inc.
China, People's Republic	NASOYA	070-13112-25 13179248	3/9/2013 14/3/2015	Vitasoy USA Inc.
Hong Kong	NASOYA	200002133	12/3/1999	Vitasoy USA Inc.
Hong Kong	NASOYA	200100132	24/9/1999	Vitasoy USA Inc.
Paraguay	VEGI-DRESSING	13864 297897	20/5/2005 25/4/2007	Vitasoy USA Inc.
Peru	AZUMAYA	234008 109643	8/6/2004 24/10/2005	Vitasoy USA Inc.
Peru	AZUMAYA	234009 109644	8/6/2004 24/10/2005	Vitasoy USA Inc.
Peru	NASOYA	68336 55565	13/8/1998 11/5/2009	Vitasoy USA Inc.
Peru	NASOYA	128237 76340	18/5/2001 14/11/2001	Vitasoy USA Inc.
New Zealand	NASOYA	984942	20/9/2013	Vitasoy USA Inc.
Singapore	NASOYA	T1316539C	16/10/2013	Vitasoy USA Inc.



Country	Mark	App. No.	Filing Date	Owner
		Reg. No.	Reg. Date	
U.S.A.	AZUMAYA	75352625	5/9/1997	Vitasoy USA Inc.
		2,235,348	23/3/1999	
U.S.A.	AZUMAYA (Stylized)	76509891	28/4/2003	Vitasoy USA Inc.
		2,831,646	13/4/2004	
U.S.A.	AZUMAYA (Stylized)	73652357	30/3/1987	Vitasoy USA Inc.
		1,466,460	24/11/1987	
U.S.A.	AZUMAYA (Stylized)	86200129	21/2/2014	Vitasoy USA Inc.
		4,627,851	28/10/2014	
U.S.A.	NASOYA	74033023	27/2/1990	Vitasoy USA Inc.
		1,708,433	18/8/1992	
U.S.A.	NASOYA	76224306	14/3/2001	Vitasoy USA Inc.
		2,699,453	25/3/2003	
U.S.A.	NASOYA & Design	78790773	12/1/2006	Vitasoy USA Inc.
		3,895,567	21/12/2010	
U.S.A.	NASOYA & Design	78980140	12/1/2006	Vitasoy USA Inc.
		3,443,091	3/6/2008	
U.S.A.	NAYO	85415541	6/9/2011	Vitasoy USA Inc.
		4,369,175	16/7/2013	

Country	Mark	App. No.	Filing Date	Owner
		Reg. No.	Reg. Date	
U.S.A.	NAYONAISE	73691440	23/10/1987	Vitasoy USA Inc.
		1,586,944	13/3/1990	
U.S.A.	TOFUMATE	74626635	27/1/1995	Vitasoy USA Inc.
		2,019,788	26/11/1996	
U.S.A.	TOFUPLUS	77880903	2/11/2009	Vitasoy USA Inc.
		3,848,927	14/9/2010	
URUGUAY	VEGI-DRESSING	20165	9/1/2006	Vitasoy USA Inc.

B. Common Law Trademarks.

Country	Mark	Goods/Services	Owner
Canada	"San Sui" in Chinese Characters	Tofu; soy drinks and tofu based pudding; tofu-based desserts; soy-based food beverages used as a milk substitute	Vitasoy USA Inc.
U.S.A.	"San Sui" in Chinese Characters	Tofu; soy-based food beverages used as a milk substitute; pasta	Vitasoy USA Inc.
U.S.A.	"San Sui" in Korean Characters	Tofu	Vitasoy USA Inc.
Canada	PASTA ZERO	Pasta and noodles	Vitasoy USA Inc.
U.S.A.	PASTA ZERO	Pasta and noodles	Vitasoy USA Inc.