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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM394143

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Borden Dairy Company of Ohio, LLC		08/01/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	LALA U.S., Inc.	
Street Address:	8750 N. Central Expressway, Suite 400	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75231	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1442331	LA PETITE CREME

### **CORRESPONDENCE DATA**

**Fax Number:** 2025339099

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.

Email: IPLaw@Vorys.com
Correspondent Name: Vincent C. Lombardozzi

Address Line 1: PO Box 2255

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 70615-6.6424BoDLaPetiAss	
NAME OF SUBMITTER:	Joan C. Makley
SIGNATURE:	/Joan C. Makley/
DATE SIGNED:	08/08/2016

### **Total Attachments: 4**

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is executed on the dates indicated beneath each signature and made effective as of the 1st day of August, 2016 ("Effective Date") by Borden Dairy Company of Ohio, LLC, a Delaware limited liability company ("Assignor") and LALA U.S., Inc., a Delaware corporation ("Assignee").

### **WITNESSETH**

WHEREAS, Assignor is the owner of the rights to the trademark LA PETITE CRÈME, including without limitation rights to the United States registration listed on <u>Exhibit A</u> as well as all of Assignor's rights to related common law marks and the goodwill associated with all such marks (all of the foregoing are collectively referred to as the "Trademark").

WHEREAS, Assignor has agreed to assign to Assignee all right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith, and the registration therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and convey to Assignee all right, title and interest in and to the Trademark, the registrations associated therewith, including without limitation those listed in <a href="Exhibit A">Exhibit A</a> together with all of Assignor's rights to related common law marks, and the goodwill of the business symbolized by the Trademark, including, without limitation, all of Assignor's right, title and interest in and to (1) all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Trademark, including, without limitation, damages and payments for past or future infringement, dilution or misappropriation of the rights associated with the Trademark throughout the world; (2) the right to sue for past, present and future infringement and other claims related to the Trademark; (3) the right to secure registrations of the Trademark; (4) the right to secure all renewals for the registrations of the Trademark; (5) the right to prosecute all pending applications for registration of the Trademark; and (6) all other rights corresponding thereto, as fully and entirely as the same have been held and enjoyed by Assignor.

Assignor undertakes that upon the request of Assignee or its designees, at Assignee's cost and expense, it and/or its successor in business, shall make all rightful oaths or declarations, testify on behalf of Assignee or its designees in matters involving the Trademark and do all other lawful acts necessary to carry out the intent of this Assignment as well as to provide such other material, information and assistance to Assignee or its designees regarding the Trademark, as may be considered necessary in connection therewith.

TRADEMARK
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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed effective as of the Effective Date.

ASS:	IGN	OR

BORDEN DAIRY COMPANY OF OHIO, LLC

By: White G. White

Title: Executive Vice President and Chief

Financial Officer Date: August 1, 2016

**ASSIGNEE** 

LALA U.S., INC.

Print Name: Efraín Tapia Córdova

Title: President

Date: August 1, 2016

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed effective as of the Effective Date.

**ASSIGNOR** 

BORDEN DAIRY COMPANY OF OHIO, LLC

Title: Executive Vice President and Chief

Financial Officer

Date: August 1, 2016

**ASSIGNEE** 

LALA U.S., INC.

Print Name: Efraín Tapia Córdova

Title: President

Date: August 1, 2016

## Exhibit A

# U.S. Registration

• LA PETITE CRÈME & Design (Reg. No. 1,442,331)

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