

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410840

|   |  |  |                                   |
|---|--|--|-----------------------------------|
| <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>                |
| Societe des Produits Nestle S.A.  |  | 12/30/2016                             | Société Anonyme (Sa): SWITZERLAND |
| <b>RECEIVING PARTY DATA</b>   |  |  |                                   |
| <b>Name:</b>  | Harvest Hill Beverage Company                      |  |                                   |
| <b>Street Address:</b>  | 1 High Ridge Park                                  |  |                                   |
| <b>Internal Address:</b>  | Second Floor                                       |  |                                   |
| <b>City:</b>  | Stamford   |  |                                   |
| <b>State/Country:</b>   | CONNECTICUT  |  |                                   |
| <b>Postal Code:</b>   | 06905  |  |                                   |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |  |                                   |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |  |                                   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                       |                                   |
| <b>Registration Number:</b>   | 0713626  | NUTRAMENT                              |                                   |
| <b>Registration Number:</b>   | 2019925  | NUTRAMENT THE ENERGY AND FITNESS DRINK |                                   |
| <b>CORRESPONDENCE DATA</b>  |  |  |                                   |
| <b>Fax Number:</b>  |  |  |                                   |
| <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>   | 2027878220   |  |                                   |
| <b>Email:</b>   | joanna.crosby@hklaw.com                            |  |                                   |
| <b>Correspondent Name:</b>  | Joanna Crosby                                      |  |                                   |
| <b>Address Line 1:</b>  | 800 17th Street, NW                                |  |                                   |
| <b>Address Line 2:</b>  | Suite 1100   |  |                                   |
| <b>Address Line 4:</b>  | Washington, D.C. 20006                             |  |                                   |
| <b>NAME OF SUBMITTER:</b>   | Joanna D. Crosby                                   |  |                                   |
| <b>SIGNATURE:</b>   | /joannadcrosby/                                    |  |                                   |
| <b>DATE SIGNED:</b>   | 01/03/2017   |  |                                   |
| <b>Total Attachments: 7</b>   |  |  |                                   |
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “Agreement”) is made this 30th day of December, 2016, between Société des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland and having its principal place of business at Avenue Nestlé 55, Vevey, 1800, Switzerland (“Assignor”) and Harvest Hill Beverage Company, a corporation organized under the laws of the State of Delaware and having its principal place of business at 1 High Ridge Park, Second Floor, Stamford, CT 06905 (“Assignee”).

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of December 6, 2016 (the “APA”), by and between Nestlé HealthCare Nutrition, Inc., a Delaware corporation (“Seller”) and Assignee, Assignee is acquiring certain assets of Seller;

WHEREAS, pursuant to Section 3.4(a)(ii) of the APA, at the Closing (as defined in the APA), Seller shall deliver or cause to be delivered to Assignee a Trademark Assignment Agreement assigning to Assignee all right, title and interest in and to the Business Marks (as defined in the APA) and set forth in Schedule A as appended hereto, which corresponds to Schedule 1.1(a) of the APA (the “Business Marks”); and

WHEREAS, pursuant to the APA, Assignor, which is an Affiliate of Seller (as defined in the APA), desires to assign all right, title and interest in and to the Business Marks and Assignee desires to acquire all of Assignor’s right, title and interest in and to the Business Marks.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

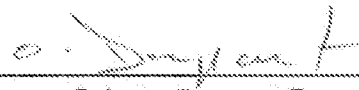
1. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee all of Assignor’s right, title, and interest in and to the Business Marks accruing under the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including (a) any trademarks, services marks, trade names, trade dress, domain names, Facebook and other social media pages, Twitter accounts and other online or electronic identifiers, logos, slogans and any other indicia of origin or quality, any registrations and applications therefor (and any extensions, modifications, divisions and renewals of such registrations and applications), and all goodwill associated with or symbolized by any of the foregoing and (b) rights and remedies against, past, present and future infringement, dilution, misappropriation, violation or misuse of any of the foregoing.
2. This Agreement and its provisions shall be binding upon Assignor’s successors and legal representatives, and shall inure to the benefit of the successors, legal representatives and assigns of Assignee and all future assigns thereof.
3. Notwithstanding anything to the contrary in this Agreement, (a) no provision hereof shall in any way supersede, modify, replace, restrict, limit or in any way affect the rights and obligations of the parties under the APA, and (b) in the event of any conflict between the terms of this Agreement and the APA, the terms of the APA shall control.

4. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request and at the Assignee's expense, Assignor shall execute and deliver to Assignee affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Business Marks to Assignee, or any assignee or successor thereto.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.
6. With respect to any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby (each, a "Proceeding"), each party hereto irrevocably (a) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if for any reason the United States District Court for the Southern District of New York lacks subject matter jurisdiction, any New York State court sitting in New York City and (b) waives any objection that it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such party; provided, however, that such consent to jurisdiction is for the purpose referred to herein and shall not be deemed to be a general submission to the jurisdiction of such courts or any other courts for purposes outside of the scope of any Proceeding. Process in any Proceeding referred to in the preceding sentence may be served on any party in the country in which such party has its principal place of business; provided, that such process to be served to Licensor must be made in compliance with the Hague Convention.
7. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignor has executed or caused this Agreement to be executed as of the date first written above.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

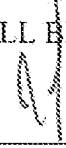
By:   
Name: Odette Dupont Bonvin  
Title: Authorised Signatory

*[Signature Page - Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 005957 FRAME: 0421**

IN WITNESS WHEREOF, Assignee has executed or caused this Agreement to be executed as of the date first written above.

HARVEST HILL BEVERAGE COMPANY

By:  \_\_\_\_\_

Name: Ian B. MacTaggart

Title: Vice President and Secretary

*[Trademark Assignment Agreement Signature Page]*

**TRADEMARK**  
**REEL: 005957 FRAME: 0422**

## SCHEDULE A

### Business Marks

| Mark  | Jurisdiction        | Owner                            | Application/Registration Number | Registration Date       |
|---|---------------------|----------------------------------|---------------------------------|-------------------------|
| NUTRAMENT   | Aruba               | SOCIETE DES PRODUITS NESTLE SA   | Reg 13501                       | August 14, 1989         |
| NUTRAMENT   | Barbados            | SOCIETE DES PRODUITS NESTLE SA   | Reg 81/2170                     | July 7, 1989            |
| NUTRAMENT   | Canada              | SOCIETE DES PRODUITS NESTLE SA   | Reg TMA125969                   | April 6, 1962           |
| NUTRAMENT   | Colombia            | SOCIETE DES PRODUITS NESTLE SA   | Reg 103605                      | May 11, 1983            |
| NUTRAMENTO  | Colombia            | SOCIETE DES PRODUITS NESTLE SA   | Reg 105800                      | September 16, 1983      |
| NUTRAMENTO  | Colombia            | SOCIETE DES PRODUITS NESTLE SA   | Reg 103604                      | May 11, 1983            |
| NUTRAMENTO  | Bolivia             | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 49936 C                     | March 24, 1990          |
| NUTRAMENT   | Cuba                | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 128632                      | October 26, 1998        |
| NUTRAMENT   | Jamaica             | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 22140                       | February 2, 1984        |
| NUTRAMENT   | Jamaica             | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg B 10196                     | April 29, 1964          |
| NUTRAMENT   | Jamaica             | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 49656                       | December 19, 2006       |
| NUTRAMENT   | Trinidad and Tobago | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 38093                       | June 6, 2008            |
| NUTRAMENT   | Trinidad and Tobago | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 13823                       | December 17, 1982       |
|  | Trinidad and Tobago | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 13951                       | Filed on March 23, 1983 |
| NUTRAMENT   | United States       | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 0713626                     | April 4, 1961           |
| NUTRAMENT THE ENERGY AND FITNESS DRINK  | United States       | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 2019925                     | November 26, 1996       |

| Mark             | Jurisdiction       | Owner                            | Application/Registration Number          | Registration Date |
|------------------|--------------------|----------------------------------|--|-------------------|
| NUTRAMENT        | Belize             | SOCIETE DES PRODUITS NESTLE SA   | Reg 7521                                 | April 15, 1996    |
| NUTRAMENT        | Brazil             | SOCIETE DES PRODUITS NESTLE SA   | Reg 006713920                            | June 25, 1979     |
| NUTRAMENT        | Costa Rica         | SOCIETE DES PRODUITS NESTLE SA   | Reg 26305                                | September 3, 1962 |
| NUTRAMENT        | Dominican Republic | SOCIETE DES PRODUITS NESTLE SA   | Reg 147630                               | May 15, 2005      |
| NUTRAMENT        | France             | SOCIETE DES PRODUITS NESTLE SA   | Centralized Number 922532<br>Reg 1462029 | June 28, 1968     |
| NUTRAMAS         | Guatemala          | SOCIETE DES PRODUITS NESTLE SA   | Reg 29017                                | February 25, 1975 |
| NUTRAMENT        | Ireland            | SOCIETE DES PRODUITS NESTLE SA   | Reg 156977                               | April 14, 1993    |
| NUTRAMENT        | Malaysia           | SOCIETE DES PRODUITS NESTLE SA   | Reg M061083                              | November 13, 1972 |
| NUTRAMENT        | Malaysia           | SOCIETE DES PRODUITS NESTLE SA   | Reg M061084                              | November 13, 1972 |
| NUTRAMENT        | Nicaragua          | SOCIETE DES PRODUITS NESTLE SA   | Reg 35799                                | November 14, 1997 |
| NUTRAMENT        | Nicaragua          | SOCIETE DES PRODUITS NESTLE SA   | Reg 35800                                | November 14, 1997 |
| NUTRAMENT        | Oman               | SOCIETE DES PRODUITS NESTLE SA   | Reg 72200                                | January 7, 2013   |
| <b>NUTRAMENT</b> |                    |                                  |  |                   |
| NUTRAMENT        | Oman               | SOCIETE DES PRODUITS NESTLE SA   | Reg 72201                                | January 7, 2013   |
| <b>NUTRAMENT</b> |                    |                                  |  |                   |
| NUTRAMENT        | Honduras           | SOCIETE DES PRODUITS NESTLE SA   | Reg 70595                                | February 16, 1998 |
| NUTRAMENT        | Honduras           | SOCIETE DES PRODUITS NESTLE SA   | Reg 85852                                | October 29, 2002  |
| NUTRAMENT        | Paraguay           | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 389856                               | December 16, 1993 |
| NUTRAMENT        | Paraguay           | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg 256890                               | May 8, 2003       |
| NUTRAMENT        | Peru               | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg PI0084897                            | January 15, 1990  |
| NUTRAMENT        | Peru               | SOCIÉTÉ DES PRODUITS NESTLÉ S.A. | Reg PI0048145                            | March 29, 1983    |



| Mark                          | Jurisdiction   | Owner                             | Application/Registration Number | Registration Date  |
|-------------------------------|----------------|-----------------------------------|---------------------------------|--------------------|
| NUTRAMENT                     | Peru           | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg P10049242                   | June 16, 1983      |
| NUTRAMENTO                    | Peru           | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg P00134476                   | January 11, 2008   |
| NUTRAMENT                     | South Korea    | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg 4002356360000               | April 13, 1992     |
| NUTRAMENT<br><b>NUTRAMENT</b> | Taiwan         | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg 00833773                    | January 1, 1999    |
| NUTRAMENT                     | United Kingdom | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg 2414063                     | February 16, 2006  |
| NUTRAMENT                     | United Kingdom | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg B1532668                    | April 15, 1993     |
| NUTRAMENT                     | Uruguay        | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg 431397                      | May 22, 1992       |
| NUTRAMENT                     | Venezuela      | SOCIETE DES PRODUITS NESTLE, S.A. | <b>Reg</b> P276204              | December 22, 2006  |
| NUTRAMENTO                    | Venezuela      | SOCIETE DES PRODUITS NESTLE, S.A. | <b>Reg</b> F068350              | March 27, 1972     |
| NUTRAMENT<br><b>NUTRAMENT</b> | Vietnam        | SOCIÉTÉ DES PRODUITS NESTLÉ S.A.  | Reg 6201                        | September 19, 1992 |

**Domain Names:**

| Domain Name   | Owner                           | Registration Date (Created) |
|---------------|---------------------------------|-----------------------------|
| nutrament.com | Société des Produits Nestlé S.A | November 3, 2000            |