

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keurig Green Mountain, Inc.		03/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bedford Systems LLC		
Street Address:	201 Burlington Road		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86799702	BEVYZ	
Serial Number:	86439517	BOOM YOU'RE A DRINKMAKER	
Serial Number:	87009725	FINEST HOUR	
Serial Number:	87132231	KARBONATOR	
Serial Number:	86265806	KOLD	
Registration Number:	4970661	KOLD	
Serial Number:	86106817	RITA & TINA'S COCKTAIL JOURNEYS	
Registration Number:	4979049	RITA'S & TINA'S	
Serial Number:	86961146	THE FINEST HOUR	
Serial Number:	86438167	TURNSTYLE	
Registration Number:	4961210	UNION ST. LOUNGE	
Serial Number:	86138060	UNION STREET LOUNGE	
CORRESPONDENCE DATA			
Fax Number:	3032958261		
<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:	303-295-8018		
Email:	docket@hollandhart.com		
Correspondent Name:	Beth E. Cooperstein, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
TRADEMARK			

OP \$315.00 86799702

Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER: Beth E. Cooperstein

SIGNATURE: /Beth E. Cooperstein/

DATE SIGNED: 04/06/2017

Total Attachments: 10

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KGM TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of March 2, 2017, by and among Keurig Green Mountain, Inc., a Delaware corporation ("Assignor"), and Bedford Systems LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings ascribed to those terms in the Transaction Agreement (as defined below).

WHEREAS, the Transaction Agreement, dated as of December 23, 2016 (as amended, the "Transaction Agreement"), by and between Assignor and Anheuser-Busch, LLC, a Missouri limited liability company, provides for, among other things, the assignment by Assignor to the Assignee of all Trademarks included in the Contributed Kold Specific Trademarks, including those set forth on Schedule A attached hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor desires to contribute, convey, transfer, assign and deliver to Assignee, and Assignee desires to acquire and accept, all of Assignor's right, title and interest in the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby acquires and accepts, all of Assignor's right, title and interest in the Assigned Trademarks, including, without limitation, (a) all applications and registrations therefor and all renewals thereof, (b) all proprietary rights and priorities afforded under any Law with respect to any of the foregoing, (c) all goodwill associated with any of the foregoing and all common law rights with respect to any of the foregoing and (d) all Actions relating to any of the foregoing (including all rights to assert Actions of Assignor or any of its Affiliates that Assignor or any of its Affiliates ever had, now has or in the future may have, whether known or unknown), including (i) Actions to obtain injunctive or other relief for any past, present or future infringement, dilution, violation or misappropriation of any of the foregoing, and (ii) Actions to license or to collect or receive any damages, profits, royalties, settlements or other proceeds relating to any of the foregoing (including for any past, present or future infringement, dilution, violation or misappropriation of any of the foregoing), in each case, along with any and all recoveries by settlement, judgment or otherwise in connection with any such Actions to which Assignor or any of its Affiliates is entitled), the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made, but excluding any of the foregoing with respect to any Action to the extent related to any Excluded Kold Assets and Liabilities.

Section 2. Recordation and Further Actions. Assignor authorizes and requests any official whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Trademarks to Assignee.

Section 3. General.

(a) This Assignment may be executed in any number of counterparts, and delivered by facsimile or otherwise, each of which shall be deemed an original of this Assignment and all of which together shall constitute one and the same instrument.

(b) Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Transaction Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Transaction Agreement, the Transaction Agreement shall govern.

(c) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(d) THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

(e) EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS AGREEMENT.

(f) On, and from time to time after, the date hereof, the Parties shall execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer, delivery and assumption as either Party may reasonably request in order to fulfill and implement the terms of this Assignment, to vest in Assignee the Assigned Trademarks, or to otherwise enable the Parties to realize the benefits intended to be afforded hereby, at Assignee's expense.

(g) Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office and with its foreign counterparts.

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IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

ASSIGNOR:

KEURIG GREEN MOUNTAIN, INC.

By: Michael J. Dequan
Name: Michael J. Dequan
Title: CEO, Corporate General Counsel & Secretary

Date: March 2, 2017

State of Massachusetts

City of Burlington

On this 2nd day of March, 2017, before me personally, Michael J. Dequan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

Frances H. Boyd
Notary Public



FRANCIS H. BOYD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 27, 2023

[Signature Page to KGM Trademark Assignment Agreement]

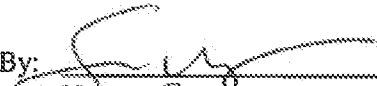
TRADEMARK

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IN WITNESS WHEREOF, Assignee has executed this Assignment on the date set forth below.

ASSIGNEE:

BEDFORD SYSTEMS LLC

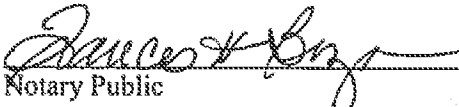
By: 
Name: Sean Murphy
Title: Manager

Date: March 2 2017

State of Massachusetts)

City of Burlington)

On this 2nd day of March, 2017, before me personally, Sean Murphy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.


Notary Public



FRANCES H. BOYD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 27, 2023

[Signature Page to KGM Trademark Assignment Agreement]

TRADEMARK

REEL: 006028 FRAME: 0820

SCHEDULE A
ASSIGNED TRADEMARKS

Attached hereto

Schedule A - Assigned Trademarks

Mark	Status	Country	Application #	File Date	Registration #	Registration Date	Classes Combined
BEVYZ	ALLOWED	UNITED STATES	86799702	10/26/2015			11
BOOM YOU'RE A DRINKMAKER	ALLOWED	CANADA	1715125	2/12/2015			07, 11, 32
BOOM YOU'RE A DRINKMAKER	ALLOWED	UNITED STATES	86439517	10/30/2014			007, 011, 30, 032
FABRIK-BULLES	PENDING	CANADA	1714622	2/10/2015			01
FINEST HOUR	PUBLISHED	CANADA	1775253	4/1/2016			32
FINEST HOUR	ALLOWED	UNITED STATES	87009725	4/21/2016			32
KARBON	ABANDONED	UNITED STATES	86001507	7/3/2013			007
KARBON	ABANDONED	CANADA	1648000	10/16/2013			07
KARBONATOR	PENDING	CANADA	1714623	2/10/2015			01
KARBONATOR	PENDING	UNITED STATES	87132231	8/9/2016			01
KARBONATOR	ABANDONED	UNITED STATES	86529714	2/10/2015			001
KOLD	REGISTERED	ARGENTINA	3.363.758	10/28/2014	2758250	10/14/2015	001
KOLD	PENDING	ARGENTINA	3.363.759	10/28/2014			007
KOLD	PENDING	ARGENTINA	3.363.760	10/28/2014			011
KOLD	REGISTERED	ARGENTINA	3.363.761	10/28/2014	2788251	10/14/2016	032
KOLD	REGISTERED	AUSTRIA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	AUSTRALIA	1250102	10/27/2014	1697564	10/6/2015	001, 007, 011, 030, 032
KOLD	REGISTERED	BULGARIA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	PUBLISHED	BRAZIL	908.518.943	10/29/2014			001
KOLD	PUBLISHED	BRAZIL	908.959.168	2/5/2015			007
KOLD	PUBLISHED	BRAZIL	908.959.184	2/5/2015			011
KOLD	PUBLISHED	BRAZIL	908.959.206	2/5/2015			032
KOLD	REGISTERED	BENELUX	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	ALLOWED	CANADA	1699840	10/27/2014			01, 07, 11, 32
KOLD	REGISTERED	SWITZERLAND	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032

Schedule A - Assigned Trademarks

KOLD	REGISTERED	CHINA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	PENDING	COLOMBIA	16128935	10/27/2014			001, 007, 011, 30
KOLD	PUBLISHED	CYPRUS	1250102	10/27/2014			001, 007, 011, 030, 032
KOLD	REGISTERED	CZECH REPUBLIC	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	GERMANY	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	ECUADOR	IEPI-2014-	10/28/2014	004832	4/18/2016	001
KOLD	REGISTERED	ECUADOR	IEPI-2015-3300	1/29/2015	IEPI-2015-4743	11/19/2015	007
KOLD	PUBLISHED	ECUADOR	IEPI-2015-3138	1/29/2015			011
KOLD	REGISTERED	ECUADOR	IEPI-2015-3137	1/29/2015	IEPI2015-	9/23/2015	032
KOLD	REGISTERED	ESTONIA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	SPAIN	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	FINLAND	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 032
KOLD	REGISTERED	FRANCE	1250102	10/27/2014	1250102	9/30/2015	001, 007, 011, 030, 032
KOLD	REGISTERED	UNITED KINGDOM	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030
KOLD	REGISTERED	GREECE	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	PENDING	CROATIA	1250102	10/27/2014			001, 007, 011, 030, 032
KOLD	PUBLISHED	HUNGARY	1250102	10/27/2014			001, 007, 011, 30, 032
KOLD	REGISTERED	IRELAND	1250102	10/27/2014	1250102	1/19/2016	001, 007, 011, 030, 032
KOLD	REGISTERED	ITALY	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032

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KOLD	REGISTERED	JAPAN	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	PENDING	SOUTH KOREA	1250102	10/27/2014			001, 007, 011, 30, 032
KOLD	REGISTERED	LITHUANIA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	LATVIA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	MEXICO	1620605	10/27/2014	1250102	10/27/2014	001, 07, 011, 030, 032
KOLD	PENDING	MALAYSIA	2014066142	10/29/2014			007
KOLD	REGISTERED	NORWAY	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	NEW ZEALAND	1250102	10/27/2014	1250102	9/29/2015	001, 007, 011, 030, 032
KOLD	REGISTERED	PERU	594754	10/29/2014	10810	6/2/2015	001, 007, 011, 032
KOLD	REGISTERED	POLAND	1250102	10/27/2014	1250102	10/7/2015	001, 007, 011, 030, 032
KOLD	REGISTERED	PORTUGAL	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	ROMANIA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	SWEDEN	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	SINGAPORE	1250102	10/27/2014	1250102	10/27/2014	01, 07, 11, 30, 32
KOLD	REGISTERED	SLOVENIA	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	SLOVAK REPUBLIC	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	TURKEY	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	REGISTERED	TAIWAN	103061918	10/28/2014	1742740	12/1/2015	001, 007, 011, 20, 032

Schedule A - Assigned Trademarks

KOLD	ALLOWED	UNITED STATES	86265806	4/29/2014			032
KOLD	REGISTERED	WIPO	1250102	10/27/2014	1250102	10/27/2014	001, 007, 011, 030, 032
KOLD	PENDING	MALAYSIA	2014066144	10/29/2014			011
KOLD	PENDING	MALAYSIA	2014066146	10/29/2014			032
KOLD	PUBLISHED	MALAYSIA	2014066139	10/29/2014			001
KOLD	REGISTERED	COLOMBIA	1250102	10/27/2014	15127519		32
KOLD	REGISTERED	UNITED STATES	86978850	4/29/2014	4970661	5/31/2016	01, 07, 11, 30, 32
KOLD	PENDING	COLOMBIA	16026294	10/27/2014			07
KOLD	PENDING	MEXICO	1620606	10/27/2014			07
KOLD	PENDING	MEXICO	1620607	10/27/2014			11
KOLD	PENDING	MEXICO	1620608	10/27/2014			30
KOLD	PENDING	MEXICO	1620609	10/27/2014			32
KOLD	ABANDONED	EUROPEAN UNION (EUTM &	013119359	7/28/2014			001, 007, 011, 032
KOLD POD	ABANDONED	UNITED STATES	86/235,595	3/28/2014			032
K-POD	ABANDONED	UNITED STATES	86267502	4/30/2014			032
RITA & TINA'S COCKTAIL	ALLOWED	UNITED STATES	86/106,817	10/31/2013			032
RITA'S & TINA'S	ALLOWED	CANADA	1713174	1/30/2015			32
RITA'S & TINA'S	REGISTERED	UNITED STATES	86518129	1/29/2015	4979049	6/14/2016	032
THE FINEST HOUR	ALLOWED	UNITED STATES	86961146	4/1/2016			32
TURNSTYLE	ALLOWED	UNITED STATES	86438167	10/29/2014			20, 021
TURNSTYLE	ALLOWED	CANADA	1721374	3/27/2015			21
UNION ST.	ALLOWED	CANADA	1713081	1/29/2015			32
UNION ST.	REGISTERED	UNITED STATES	86518021	1/29/2015	4961210	5/17/2016	032
UNION STREET	ALLOWED	UNITED STATES	86138060	12/9/2013			032

Schedule A - Assigned Trademarks

Domain name	Registrar	Registrant	Expiry
drinkmaker.com	BrandShelter	Keurig Green Mountain, Inc.	6/24/2017
drinkmakers.com	BrandShelter	Keurig Green Mountain, Inc.	7/5/2017
koldpod.ca	BrandShelter	Green Mountain Coffee Roasters, Inc. *	3/30/2017
kold-pod.ca	BrandShelter	Green Mountain Coffee Roasters, Inc. *	3/30/2017
koldpod.com	BrandShelter	Keurig Green Mountain, Inc.	3/30/2017
kold-pod.com	BrandShelter	Keurig Green Mountain, Inc.	3/30/2017
koldpods.ca	BrandShelter	Green Mountain Coffee Roasters, Inc. *	3/30/2017
kold-pods.ca	BrandShelter	Green Mountain Coffee Roasters, Inc. *	4/7/2017
koldpods.com	BrandShelter	Keurig Green Mountain, Inc.	3/10/2017
kold-pods.com	BrandShelter	Keurig Green Mountain, Inc.	4/7/2017

*Green Mountain Coffee Roasters, Inc. changed its name to Keurig Green Mountain, Inc. in March 2014