

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faribault Foods, Inc.		11/01/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	American Beverage Corporation		
Street Address:	1 Daily Way		
City:	Verona		
State/Country:	PENNSYLVANIA		
Postal Code:	15147		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4864085	GREEN BEGINNINGS	
Registration Number:	3015053	SWIZZLERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	dawn.rudenko@hklaw.com		
Correspondent Name:	Dawn Rudenko		
Address Line 1:	263 Tresser Blvd, One Stamford Plaza		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Dawn Rudenko		
SIGNATURE:	/dawnrudenko/		
DATE SIGNED:	06/02/2017		
Total Attachments: 5			
source=Trademark Assignment_48501074_1#page1.tif			
source=Trademark Assignment_48501074_1#page2.tif			
source=Trademark Assignment_48501074_1#page3.tif			
source=Trademark Assignment_48501074_1#page4.tif			
source=Trademark Assignment_48501074_1#page5.tif			

OP \$65.00 4864085

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“*Trademark Assignment*”), dated as of November 1, 2016 is made by Faribault Foods, Inc., a Minnesota corporation (the “*Seller*”), located at 222 South Ninth Street, Suite 3380, in favor of American Beverage Corporation, a Delaware corporation (the “*Buyer*”), located at 1 Daily Way, Verona, PA 15147, the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement, dated of even date herewith, by and among the Buyer, the Seller and La Costeña USA, Inc. (for the limited purposes specified therein) (the “*Asset Purchase Agreement*”).

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred and assigned to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’s right, title and interest in and to the following (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Seller 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 Trademark Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request and at the Buyer's expense, the Seller shall execute and deliver to Buyer 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 Assigned Trademarks to the Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

FARIBAULT FOODS, INC.

By: 

Name: Albert Hoflack Basauri

Title: Chief Executive Officer

Address for Notices:

Faribault Foods, Inc.

222 South Ninth Street

Suite 3380

Minneapolis, MN 55402

AGREED TO AND ACCEPTED:

AMERICAN BEVERAGE
CORPORATION

By: _____

Name:

Title:

Address for Notices:

American Beverage Corporation

1 Daily Way

Verona, PA 15147

TRADEMARK

REEL: 006075 FRAME: 0649

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.


FARIBAULT FOODS, INC.

By: _____
Name:
Title:

Address for Notices:
Faribault Foods, Inc.
222 South Ninth Street
Suite 3380
Minneapolis, MN 55402

AGREED TO AND ACCEPTED:

AMERICAN BEVERAGE
CORPORATION

By:  _____
Name: Ian B. MacTaggart
Title: Vice President and Assistant
Secretary

Address for Notices:
American Beverage Corporation
1 Daily Way
Verona, PA 15147

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Registration Number	Serial Number	Mark
4864085	86/352264	GREEN BEGINNINGS
3015053	78/389855	 The logo for 'swizzlers' is displayed within a rectangular area. The word 'swizzlers' is written in a lowercase, serif font. The background of the logo area is a light gray with a fine halftone dot pattern.