

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430073

<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.		05/30/2017	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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85651648	FUEL YOUR NOW	
<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>Email:</b>	dawn.rudenko@hklaw.com		
<b>Correspondent Name:</b>	Dawn Rudenko		
<b>Address Line 1:</b>	263 Tresser Blvd, One Stamford Plaza		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Dawn Rudenko		
<b>SIGNATURE:</b>	/dawnrudenko/		
<b>DATE SIGNED:</b>	06/06/2017		
<b>Total Attachments: 4</b>			
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source=Trademark Assignment Agreement No. 2 - SPN and Harvest Hill Beverage Company - 30 May 2017#page2.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT #2

This Trademark Assignment Agreement (this "Agreement") is made this 30th day of May 2017, 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 delivered to Assignee a Trademark Assignment Agreement dated as of December 30, 2016 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 thereto, which corresponded to Schedule 1.1(a) of the APA (the "Business Marks"); and

WHEREAS, Seller has identified the additional Business Mark set forth on Schedule A hereto (the "New Business Mark") and is hereby delivering to Assignee this Trademark Assignment Agreement assigning to Assignee all right, title and interest in and such New Business Mark; 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 New Business Mark and Assignee desires to acquire all of Assignor's right, title and interest in and to the New Business Mark.

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 New Business Mark accruing under the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, all goodwill associated with or symbolized by the New Business Mark and (b) any 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 New Business Mark 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.]*

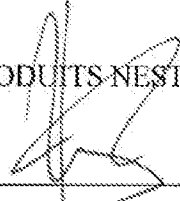
IN WITNESS WHEREOF, Assignor has executed or caused this Trademark Assignment Agreement #2 to be executed as of the date first written above.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

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

Name:

Title:

  
José Checa  
Authorised Signatory

SCHEDULE A

Business Marks

Mark	Jurisdiction	Owner	Application/Registration Number	Registration Date
FUEL YOUR NOW	UNITED STATES	SOCIETE DES PRODUITS NESTLE SA	85651648	September 3, 2013