

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stonyfield Farm, Inc.		07/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Dannon Company, Inc.		
Street Address:	100 Hillside Avenue, Floor 3		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10603-2863		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4099157	OIKOS	
Registration Number:	3396493	OIKOS	
Registration Number:	3874812	OIKOS EAT	
Serial Number:	77830021	OIKOS SAVORY	
Serial Number:	85404963	OIKOS	
Serial Number:	87184297	OIKOS	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ann K. Ford		
Address Line 1:	500 Eighth Street NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Ann K. Ford		
SIGNATURE:	/Ann K. Ford/		
DATE SIGNED:	09/11/2017		
Total Attachments: 8			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") effective as of April 25, 2017 (the "Effective Date") by and between Stonyfield Farm, Inc., a Delaware corporation ("Assignor") and The Dannon Company, Inc., a Delaware corporation ("Assignee").

WHEREAS, under the terms of that certain Intellectual Property Rights Assignment Agreement (the "Purchase Agreement") by and between Assignor and Assignee of the date even herewith, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Purchase Price paid by the Assignee to Assignor under the Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Assignor and Assignee, and with the intent to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor'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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b) all rights of any kind whatsoever of Assignor 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, 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. 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 Assignment upon request by Assignee. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.
5. Successors and Assigns. This Assignment is binding on the Assignor and its successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.
6. Governing Law. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of New York, USA, without regard to principles of conflict of laws. Each Party, in respect of any dispute arising out of or connected with this Assignment hereby consent to the jurisdiction of the State of New York, and waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the person or *forum non conveniens*.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:
Stonyfield Farm, Inc.

By: *Diane Carhart*
Name: DIANE CARHART
Title: COO
Date: 8/30/17

STATE OF New Hampshire)
COUNTY OF Hillsborough)

On August 30, 2017, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that such person is the above indicated officer of Stonyfield Farm, Inc., which executed the above instrument; and that such person signed such person's name thereto by authority of the board of directors or similar governing body of said entity.


[Signature]
Notary Public

**My Commission Expires
December 19, 2017**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:
The Dannon Company, Inc.

JOSEPHINE MARIE SLADEK
Notary Public, State of New York
No. 01SL6126839
Qualified in Westchester County
Commission Expires May 16, 2021

By: 
Name: John Galanza
Title: SVP Finance Services
Date: 7.20.17


STATE OF New York
COUNTY OF Westchester

On July 20, 2017, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that such person is the above indicated officer of The Dannon Company, Inc., which executed the above instrument; and that such person signed such person's name thereto by authority of the board of directors or similar governing body of said entity.

Josephine Marie Sladek
Notary Public

**Schedule 1
Assigned Trademarks**

1. U.S. Trademark Registrations

Trademark	Status/Key Dates	Full Goods/Services	Owner Information
<u>OIKOS</u> RN: 4099157 SN: 85404914	Registered February 14, 2012 Int'l Class: 30 First Use: July 25, 2011 Filed: August 23, 2011 Application Published: November 29, 2011 Registered: February 14, 2012	(Int'l Class: 30) frozen yogurt	Stonyfield Farm, Inc. (DELAWARE CORP.) 10 Burton Drive Londonderry, New Hampshire 03053 United States (States)
<u>OIKOS</u> RN: 3396493 SN: 78956615	Registered 8 & 15 April 1, 2014 Int'l Class: 29 First Use: May 1, 2007 Filed: August 21, 2006 Application Published: April 17, 2007 Registered: March 11, 2008	(Int'l Class: 29) dairy products excluding ice cream, ice milk and frozen yogurt	Stonyfield Farm (DELAWARE CORP.) 10 Burton Drive Londonderry, New Hampshire 03053 United States (States)
<u>OIKOS EAT (Stylized)</u>  RN: 3874812 SN: 77896393	Registered November 9, 2010 Int'l Class: 29 First Use: March 23, 2010 Filed: December 18, 2009 Application Published: June 15, 2010 Registered: November 9, 2010	(Int'l Class: 29) dairy products excluding ice cream, ice milk and frozen yogurt	Stonyfield Farm, Inc. (DELAWARE CORP.) 10 Burton Drive Londonderry, New Hampshire 03053 United States (States)
<u>OIKOS SAVORY</u> SN: 77830021 Disclaimer: "SAVORY"	Abandoned - No Statement of Use June 11, 2012 Filed: September 18, 2009 Application Published: February 16, 2010	(Int'l Class: 29) dairy products excluding ice cream, ice milk and frozen yogurt; dips	Stonyfield Farm, Inc. (DELAWARE CORP.) 10 Burton Drive Londonderry, New Hampshire 03053 United States (States)
<u>OIKOS</u> SN: 85404963	Abandoned - No Statement of Use August 25, 2014 Filed: August 23, 2011 Application Published: November 29, 2011	(Int'l Class: 05) baby food	Stonyfield Farm, Inc. (DELAWARE CORP.) 10 Burton Drive Londonderry, New Hampshire 03053 United States (States)
<u>OIKOS</u> RN: PR 202351	PUERTO RICO - Registered	(Int'l Class: 29) dairy products	Stonyfield Farm, Inc. 10 Burton Drive

Trademark	Status/Key Dates	Full Goods/Services	Owner Information
AN: 20115855	Last Status Received: Registered April 15, 2011 Registered: April 15, 2011	excluding ice cream, ice milk and frozen yogurt	Londonderry
<u>OIKOS</u> RN: PR 202357 AN: 20115856	PUERTO RICO - Registered Last Status Received: Registered April 15, 2011 Registered: April 15, 2011	(Int'l Class: 30) frozen yogurt	Stonyfield Farm, Inc. 10 Burton Drive Londonderry

2. U.S. Trademark Applications

Trademark	Status/Key Dates	Full Goods/Services	Owner Information
<u>OIKOS</u> SN: 87184297	Published May 9, 2017 Filed: September 27, 2016 Application Published: May 9, 2017	(Int'l Class: 29) dairy products, namely, drinks based on yogurt	Stonyfield Farm, Inc. (DELAWARE CORP.) 10 Burton Drive Londonderry, New Hampshire 03053 United States (States)

3. International Registrations

Country	Trademark	Status/Key Dates	Full Goods/Services	Owner Information
Canada	<u>OIKOS</u> RN: TMA815811 AN: 1406031	Canada Registered Last Status Received: Registered January 20, 2012 Office Status: Registration published Filed: August 4, 2008 Application Published: July 1, 2009 Registered: January 20, 2012 Expiration Date: January 20, 2027	(Translation) (Int'l Class: 29) Products: (1) dairy products. (Int'l Class: 29) Meats and processed foods	Stonyfield Farm, Inc. 10 Burton Drive Londonderry, NH 03053, United States (States)
Canada	<u>OIKOS</u> AN: 1555255	Canada Abandoned Last Status Received: Cancelled December 29, 2016	(Int'l Class: 5) Goods: (1) Baby food. (Int'l Class: 05) Pharmaceuticals and	Stonyfield Farm, Inc. 10 Burton Drive Londonderry, NH 03053, United States (States)

Country	Trademark	Status/Key Dates	Full Goods/Services	Owner Information
		Filed: December 7, 2011 Application Published: October 31, 2012	herbicides	
Costa Rica	<u>OIKOS</u> RN: 212707 AN: 2011-3563	Costa Rica - Registered Last Status Received: Registered September 26, 2011	(Int'l Class: 29) Yogurt, milk and dairy products, edible fats (Int'l Class 30) Frozen yogurt and edible ice creams	Stonyfield Farm, Inc. 10 Burton Drive Londonderry
Dominican Republic	<u>OIKOS</u> RN: 189178	Dominican Republic Registered August 2, 2011 Registered: August 2, 2011 Expiration Date: August 2, 2021	(Translation) (Int'l Class: 30) Frozen yogurt and other frozen dairy products	STONYFIELD FARM, INC. 10 BURTON DRIVE
Dominican Republic	<u>OIKOS</u> RN: 188965	Dominican Republic Registered August 2, 2011 Registered: August 2, 2011 Expiration Date: August 2, 2021	(Translation) (Int'l Class: 29) dairy products, excluding ice cream, ice milk and frozen yogurt	STONYFIELD FARM, INC. 10 BURTON DRIVE
Panama	<u>OIKOS</u> OIKOS RN: 199249 AN: 199249-01	Panama Registered Last Status Received: Registered Filed: April 13, 2011 Registered: April 13, 2011 Expiration Date: April 13, 2021	(Translation) (Int'l Class: 30) frozen yogurt, ice cream and ice milk.	STONYFIELD FARM, INC. DELAWARE 10 BURTON DRIVE, LONDONDERRY, NEW HAMPSHIRE 03053, ESTADOS UNIDOS DE AMÉRICA, United States (States)
Panama	<u>OIKOS</u> OIKOS RN: 199248 AN: 199248-01	Panama Registered Last Status Received: Registered Filed: April 13, 2011 Registered: April 13, 2011 Expiration Date: April 13, 2021	(Translation) (Int'l Class: 29) milk and dairy products, including yogurt and milk yogurt; liquid yogurt.	STONYFIELD FARM, INC. DELAWARE 10 BURTON DRIVE, LONDONDERRY, NEW HAMPSHIRE 03053, ESTADOS UNIDOS DE AMÉRICA, United States (States)
Trinidad and	<u>OIKOS</u> AN: 43710	Trinidad and Tobago Published	(Int'l Class: 29) Milk and milk	STONYFIELD FARM, INC. 10

Country	Trademark	Status/Key Dates	Full Goods/Services	Owner Information
Tobago		Last Status Received: Published September 28, 2011 Filed: April 20, 2011 Application Published: September 28, 2011	products; milk based beverages; yogurt. (Int'l Class: 30) Frozen yogurt (confectioner)' ices); ice cream; ice for refreshment; ice. natural or artificial; ices (edible).	Burton Drive, Londonderry, New Hampshire, USA 03053, United States (States)

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