

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIÉTÉ DES PRODUITS NESTLÉ S.A.		12/15/2017	Société Anonyme (Sa): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Dunn's River Brands Group Inc.		
Street Address:	Watermill Center, 800 South Street, Suite 600		
Internal Address:	c/o Fireman Capital Partners		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3730884		
Registration Number:	4972486	SWEET LEAF	
Registration Number:	1888678	TRADEWINDS	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	310-551-9306		
Email:	jarciniega@mwe.com		
Correspondent Name:	Jorge Arciniega, McDermott Will & Emery		
Address Line 1:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3218		
ATTORNEY DOCKET NUMBER:	082557.74		
NAME OF SUBMITTER:	Jorge Arciniega		
SIGNATURE:	/Jorge Arciniega/		
DATE SIGNED:	01/22/2018		
Total Attachments: 5			
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TRADEMARK

REEL: 006255 FRAME: 0005

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

December 20, 2017

WHEREAS, Nestlé Waters North America, Inc., a Delaware corporation (“Nestlé”), Dunn’s River Brands Group Inc., a Delaware corporation (“Buyer”), and Fireman Capital Partners III, L.P. have entered into that certain Stock and Asset Purchase Agreement, dated as of December 15, 2017 (the “Purchase Agreement”), pursuant to which Nestlé has agreed to sell, and Buyer has agreed to buy, certain assets; and

WHEREAS, SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland (“Seller”), and Buyer have entered into that certain Intellectual Property Purchase and License Agreement, dated as of December 15, 2017 (the “Intellectual Property Purchase and License Agreement”), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, certain intellectual property upon the terms and conditions set forth therein.

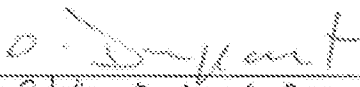
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, its lawful successors and assigns, all of Seller’s right, title and interest in, to and under the Transferred Intellectual Property and the Quitclaim IP (as each is defined in the Intellectual Property Purchase and License Agreement); including without limitation: (i) the marks set forth in Schedule A and Schedule B hereto, and all registrations and applications for registration of the marks, together with the goodwill of the business symbolized by the marks, including all rights of priority from the applications for registration, and any and all rights of recovery based on past infringement of said marks; and (ii) the patents set forth in Schedule C hereto, including any reissues, reexaminations and/or extensions thereof, together with all rights of recovery based on past infringement of said patents; all of the foregoing to be held and enjoyed by the Buyer, its successors and assigns, forever and to the full end of the terms for which the aforesaid marks and patents, respectively, remain in effect in the applicable jurisdictions. Notwithstanding anything to the contrary herein, the foregoing assignment and transfer to Buyer does not include, and Seller expressly retains, Seller’s right, title and interest in, to and under any and all Excluded Intellectual Property (as defined in, and subject to, the Intellectual Property Purchase and License Agreement).

Seller further agrees to execute, at Buyer’s expense, such further documents as may be required to record Buyer as the owner of the Transferred Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Intellectual Property Rights has been signed as of the date set forth above.


SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: 
Name: Odette Rufant-Bennin
Title: Authorized Signatory

[Signature Page --- Assignment of Intellectual Property Rights]

Schedule A

U.S. TRADEMARKS

Country	Mark	International Class(es)	Current Owner	Application No. Filing Date	Registration No. Registration Number
United States Of America		30;32	Société des Produits Nestlé S.A.	77726828 01/05/2009	3730884 29/12/2009
United States Of America	SWEET LEAF	30;32	Société des Produits Nestlé S.A.	86775382 01/10/2015	4972486 07/06/2016
United States Of America	TRADEWINDS	30;32	Société des Produits Nestlé S.A.	74345584 04/01/1993	1888678 11/04/1995

Schedule B

FOREIGN TRADEMARKS

Country	Mark	International Class(es)	Current Owner	Application No. Filing Date	Registration No. Registration Number
Australia	SWEET LEAF	30;32	Société des Produits Nestlé S.A.	1267656 16/10/2008	1267656 03/12/2010
Canada	SWEET LEAF		Société des Produits Nestlé S.A.	1414458 14/10/2008	862557 11/10/2013
Mexico	SWEET LEAF	32	Société des Produits Nestlé S.A.	967724 14/10/2008	1089343 11/03/2009
Mexico	SWEET LEAF	30	Société des Produits Nestlé S.A.	967723 14/10/2008	1109879 10/07/2009
European Union	SWEET LEAF	29;30;32	Société des Produits Nestlé S.A.	007316755 15/10/2008	7316755 13/05/2011
United Arab Emirates	TRADEWINDS	32	Société des Produits Nestlé S.A.	124172	
Mexico	TRADEWINDS	32	Société des Produits Nestlé S.A.	1484620 12/05/2014	1481762 15/09/2014
Mexico	TRADEWINDS	30	Société des Produits Nestlé S.A.	1484619 12/05/2014	1474408 31/07/2014
Saudi Arabia	TRADEWINDS	32	Société des Produits Nestlé S.A.	100492 24/05/2002	
European Union	TRADEWINDS	30;32	Société des Produits Nestlé S.A.	002077972 26/01/2001	002077972 24/05/2002
Jordan	TRADEWINDS	30	Société des Produits Nestlé S.A.	97153 14/01/2008	9/22/2008
Jordan	TRADEWINDS	32	Société des Produits Nestlé S.A.	96508 17/10/2007	8/20/2008

Schedule C

U.S. PATENTS

Jurisdiction	Patent No.	Patent Title	Current Owner
US	D789,209	Plastic Container	Société des Produits Nestlé S.A.
US	D756,784	Plastic Container	Société des Produits Nestlé S.A.
US	D756,797	Container	Société des Produits Nestlé S.A.