

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/23/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lifefactory, Inc.		06/28/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Thermos L.L.C.
Street Address:	475 N. Martingale Road
City:	SCHAUMBURG
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	87506210	
Serial Number:	86982659	LIFEFACTORY
Serial Number:	87871472	LIFEFACTORY
Serial Number:	86586155	HOT BEV
Serial Number:	77255057	WEE GO
Serial Number:	77685872	LIFEFACTORY
Serial Number:	77978083	LIFEFACTORY
Serial Number:	77980197	SAFE SIMPLE SMART
Serial Number:	77980602	
Serial Number:	85021057	BABYLIFE
Serial Number:	85137023	GO GLASS
Serial Number:	85379736	LIFEFACTORY
Serial Number:	86061921	
Serial Number:	86106746	TASTE LIFE
Serial Number:	86106741	TASTE LIFE
Serial Number:	86022483	
Serial Number:	86030584	
Serial Number:	86022475	

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Property Type	Number	Word Mark
Serial Number:	86784099	LIFEFACTORY
Serial Number:	86883560	L
Serial Number:	77685889	
Serial Number:	85976574	GO GLASS
Serial Number:	85703624	GO GLASS
Serial Number:	77254986	LIFEFACTORY
Serial Number:	77691097	SAFE SIMPLE SMART
Serial Number:	86106728	TASTE LIFE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312.873.3644

Email: jwillard@polsinelli.com, rrice@polsinelli.com, aweiss@polsinelli.com

Correspondent Name: Adam S. Weiss

Address Line 1: 150 N. Riverside Plaza, Suite 3000

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 077404-585427

NAME OF SUBMITTER: Adam S. Weiss

SIGNATURE: /Adam S. Weiss/

DATE SIGNED: 08/14/2018

Total Attachments: 13

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TRADEMARK OWNERSHIP AGREEMENT

This TRADEMARK OWNERSHIP AGREEMENT (this “**Agreement**”), dated as of July 23, 2018 (the “**Effective Date**”), is between Lifefactory, Inc., a California corporation (“**Lifefactory**”), and Thermos L.L.C., a Delaware limited liability company (“**Thermos**”).

WHEREAS, Lifefactory is the owner of certain marks, including, without limitation, the marks shown on Schedule A hereof (collectively, the “**Marks**”); and

WHEREAS, Lifefactory and Thermos have entered into an Agreement and Plan of Merger, dated the date hereof (the “**Merger Agreement**”), pursuant to which Lifefactory will merge with and into Thermos; and

WHEREAS, Lifefactory and Thermos wish to confirm the transfer of ownership of the Marks, as a result of the consummation of the transaction contemplated by the Merger Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement and in the Merger Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Merger. Pursuant to and subject to the terms and conditions of the Merger Agreement, Lifefactory hereby assigns, transfers and conveys to Thermos, and Thermos hereby accepts, all right, title, and interest in and to the Marks, and any marks legally related thereto and owned by Lifefactory, together with all associated goodwill and all causes of action related thereto including, without limitation, all claims for damages by reason of past, present, and future infringement of all such Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives. With respect to any Marks identified in any pending United States federal trademark applications filed on the basis of an intent to use the mark in commerce, the assignment of such Marks accompanies the transfer of Lifefactory’s business, or portion of the business to which such Marks pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and that said business is ongoing and existing.

2. Recordation. Lifefactory hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Thermos as the assignee and owner of the Marks and related marks and to deliver to Thermos, and to Thermos’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

3. Governing Law. This Agreement shall be governed by the governing law and venue provisions of Section 10 of the Merger Agreement.

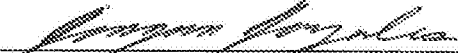
4. General Provisions. This Agreement is intended to effect the transfer of ownership of the Marks and related marks to Thermos consistent with the transaction that results from the consummation of the Merger Agreement. The assignment of the Marks pursuant to this

Agreement is subject to the terms and conditions of the Merger Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement, along with its Schedule and the Merger Agreement, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

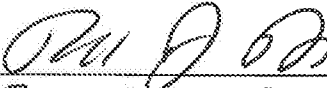
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lifefactory and Thermos have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

Lifefactory, Inc.

By 
Name: *Georgia Gonzalez*
Title: *Corporate Secretary*

Thermos L.L.C.

By 
RICHARD J. O'NEIL JR
Name:
Title: *PRESIDENT, L.L.C.*

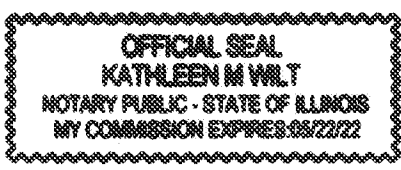
STATE OF IL)
COUNTY OF Cook)

ss.:

On this 28th day of June 2018, before me, the undersigned, a notary public in and for said state and county, personally appeared Georgina Gonzales personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Lifefactory, Inc., as the Corporate Secretary of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Kathleen M Wilt
Notary Public

(Affix Seal Below)



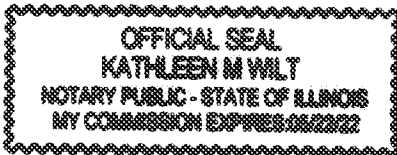
STATE OF IL)
COUNTY OF Cook)

SS.:

On this 28th day of June 2018, before me, the undersigned, a notary public in and for said state and county, personally appeared Richard J Dias Jr., personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Thermos L.L.C. as the President & C.O.O. of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Kathleen M Wilt
Notary Public

(Affix Seal Below)










SCHEDULE A

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
New Starburst Logo	6/26/2017	87506210			United States
New Starburst Logo	12/18/2017				Australia
LIFEFACTORY	10/9/2015	86982659	5263489	8/15/2017	United States
New Starburst Logo	12/20/2017	1874102			Canada
New Starburst Logo	12/18/2017				China
New Starburst Logo	12/18/2017				European Union Trademark and Designs Office
New Starburst Logo	12/18/2017				Japan
New Starburst Logo	12/21/2017	106081452			Taiwan
LIFEFACTORY	10/19/2017	106065763			Taiwan
New Starburst Logo	12/18/2017				Madrid System for the Int'l Registration of Marks
LIFEFACTORY	4/19/2018	87871472			United States
HOT BEV Logo	4/2/2015	86586155			United States
WEE GO	8/14/2007	77255057	3455122	6/24/2008	United States
LIFEFACTORY	3/6/2009	77685872	3815368	7/6/2010	United States
LIFEFACTORY	4/29/2010	1358741	1358741	12/10/2010	Australia
LIFEFACTORY	6/3/2010	1483693	TMA891625	12/4/2014	Canada
LIFEFACTORY	9/3/2009	008525214	008525214	3/1/2010	European Union Trademark and Designs Office
LIFEFACTORY	8/14/2007	77978083	3713388	11/17/2009	United States
SAFE SIMPLE SMART	3/13/2009	77980197	3878147	11/16/2010	United States
Starburst Logo	3/6/2009	77980602	3891458	12/14/2010	United States
BABYLIFE	4/22/2010	85021057	4462946	1/7/2014	United States
GO GLASS	9/23/2010	85137023	4143514	5/15/2012	United States
GO GLASS	4/5/2012	1572203	TMA930733	3/7/2016	Canada




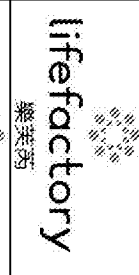
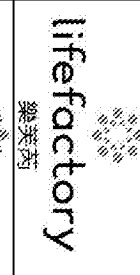
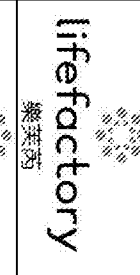
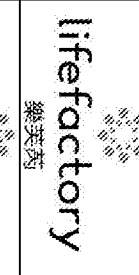

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
GO GLASS	4/5/2012	010790021	010790021	9/6/2012	European Union Trademark and Designs Office
LIFEFACTORY	7/25/2011	85379736	4617850	10/7/2014	United States
Starburst Logo	9/11/2013	86061921	4622346	10/14/2014	United States
TASTE LIFE	4/30/2014	1674899			Canada
LIFEFACTORY	4/4/2017	M1874141	1778983	7/25/2017	Mexico
TASTE LIFE	4/29/2014		1636365	4/29/2014	Australia
TASTE LIFE	4/29/2014		1209958	4/29/2014	Madrid System for the Intl Registration of Marks
TASTE LIFE	10/31/2013	86106746			United States
TASTE LIFE	10/31/2013	86106741			United States
Adult Bottle Design	7/29/2013	86022483	4865208	12/8/2015	United States
Adult Bottle Design	1/29/2014	1661669			Canada
Adult Bottle Design	8/29/2014	15252357			China
Adult Bottle Design	1/29/2014	012546263	012546263	6/23/2014	European Union Trademark and Designs Office
Adult Hexagon Bottle Design	8/6/2013	86030584	4824022	9/29/2015	United States
Baby Bottle Design	7/29/2013	86022475	4741613	5/26/2015	United States
Circles Device (Starburst Logo)	4/29/2010	1358742	1358742	2/6/2012	Australia
Starburst Logo	6/3/2010	1483694	TMA852903	6/11/2013	Canada


Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
Starburst Logo	9/3/2009	008525156	008525156	3/1/2010	European Union Trademark and Designs Office
LIFEFACTORY and Design	3/31/2011	4020110016642	40-09916670000	8/29/2012	Republic of Korea
LIFEFACTORY WEE.GO and Design	3/31/2011	2011-0016652	40-10204520000	2/3/2014	Republic of Korea
GO GLASS.	9/20/2011	9982063	9982063	1/21/2013	China
GO GLASS.	9/20/2011	9982064	9982064	11/21/2012	China
Starburst Logo	9/20/2011	9982067	9982067	11/28/2012	China
Starburst Logo	9/20/2011	9982068	9982068	11/21/2012	China
LIFEFACTORY	9/20/2011	9982069	9982069	12/21/2012	China
LIFEFACTORY	9/20/2011	9982070	9982070	11/21/2012	China
LIFEFACTORY	9/24/2015	2015-092397	5853323	5/27/2016	Japan
Starburst Logo	9/24/2015	2015-092398	5853324	5/27/2016	Japan
LIFEFACTORY	10/9/2015	86784099			United States
LIFEFACTORY	10/19/2015	1751019			Canada
LIFEFACTORY	10/19/2015	1278760	1278760	10/19/2015	Madrid System for the Intl Registration of Marks
LIFEFACTORY	10/19/2015	1278760	1741905	10/19/2015	Australia
LIFEFACTORY	10/19/2015	1278760	1278760	10/19/2015	European Union Trademark and Designs Office
LIFEFACTORY	9/30/2015	18011651	18011651	11/14/2016	China
LIFEFACTORY	9/30/2015	18011650	18011650	11/14/2016	China

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
LIFEFACTORY	10/1/2015	40-2015-0072588	40-12036960000	9/21/2016	Republic of Korea
L Circle Logo	1/22/2016	86883560	5428912	3/20/2018	United States
L Circle Logo	3/30/2016	1297269	1297269	3/30/2016	Madrid System for the Int'l Registration of Marks
L Circle Logo	3/30/2016	1297269			
Starburst Logo	3/6/2009	77685889			China
GO GLASS	9/23/2010	85976574			United States
GO GLASS	8/14/2012	85703624			United States
LIFEFACTORY	8/14/2007	77254986			United States
SAFE SIMPLE SMART	3/13/2009	77691097			United States
TASTE LIFE	10/31/2013	86106728			United States
SAFE SIMPLE SMART	9/3/2009	008525271			European Union Trademark and Designs Office
BABYLIFE	9/20/2011	9982065			China
SAFE SIMPLE SMART	9/20/2011	9982066			China
 lifecycle	4/12/2018	107022033			Taiwan
 lifecycle	4/12/2018	107022034			Taiwan
 lifecycle	4/12/2018	107022035			Taiwan
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 lifecycle	4/12/2018	107022037			Taiwan
 lifecycle	4/12/2018	107022038			Taiwan
 lifecycle	4/12/2018	107022039			Taiwan
 lifecycle	4/12/2018	107022040			Taiwan
 lifecycle	4/12/2018	107022041			Taiwan

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
 lifecycle 樂美芮	4/12/2018	107022043			Taiwan
 lifecycle 樂美芮	4/12/2018	107022044			Taiwan
 lifecycle 樂美芮	4/12/2018	107022045			Taiwan
 lifecycle 樂美芮	4/12/2018	107022046			Taiwan
 lifecycle 樂美芮	4/12/2018	107022047			Taiwan
 lifecycle 樂美芮	4/12/2018	107022048			Taiwan
 lifecycle 樂美芮	4/12/2018	107022049			Taiwan
 lifecycle 樂美芮	4/12/2018	107022050			Taiwan
 lifecycle 樂美芮	4/12/2018	107022051			Taiwan
 lifecycle 樂美芮	4/12/2018	107022052			Taiwan
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 lifecycle 樂美芮	4/12/2018	107022063			Taiwan

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
乐芙芮 樂芙芮	4/12/2018	107022065			Taiwan
乐芙芮 樂芙芮	4/12/2018	107022066			Taiwan
乐芙芮 樂芙芮	4/12/2018	107022067			Taiwan
乐芙芮 樂芙芮	4/12/2018	107022068			Taiwan
lifefactory 樂芙芮	4/12/2018	107022069			Taiwan
lifefactory 樂芙芮	4/12/2018	107022070			Taiwan
lifefactory 樂芙芮	4/12/2018	107022071			Taiwan
lifefactory 樂芙芮	4/12/2018	107022073			Taiwan
lifefactory 樂芙芮	4/12/2018	107022075			Taiwan
lifefactory 樂芙芮	4/12/2018	107022076			Taiwan

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
 lifefactory 樂美葯	4/12/2018	107022078			Taiwan
 lifefactory 樂美葯	4/12/2018	107022080			Taiwan
 lifefactory 樂美葯	4/12/2018	107022082			Taiwan
 lifefactory 樂美葯	4/12/2018	107022084			Taiwan
 lifefactory 樂美葯	4/12/2018	107022087			Taiwan
 lifefactory 樂美葯	4/12/2018	107022089			Taiwan
 lifefactory 樂美葯	4/12/2018	107022090			Taiwan
 lifefactory 樂美葯	4/12/2018	107022092			Taiwan

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Country
	4/12/2018	107022093			Taiwan