

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlaxoSmithKline Consumer Healthcare (UK) IP Limited		10/02/2018	Private Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	HNC Healthy Nutrition Company GmbH		
Street Address:	Senefelderstraße 44		
City:	Bergisch Gladbach		
State/Country:	GERMANY		
Postal Code:	51469		
Entity Type:	GmbH & Co. Kg: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4474728	PROPOD	
CORRESPONDENCE DATA			
Fax Number:	2482922910		
<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:	248-292-2920		
Email:	tmmail@patentco.com		
Correspondent Name:	Rebecca L. Wilson		
Address Line 1:	29 West Lawrence Street		
Address Line 2:	Suite 210		
Address Line 4:	Pontiac, MICHIGAN 48342		
ATTORNEY DOCKET NUMBER:	2081.003US		
NAME OF SUBMITTER:	Rebecca L. Wilson		
SIGNATURE:	/Rebecca L. Wilson/		
DATE SIGNED:	10/31/2018		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter referred to as "Assignment") is, effective as of the 29th day of March, 2018, by and between **GlaxoSmithKline Consumer Healthcare (UK) IP Limited**, an English private company limited by Shares, (hereinafter referred to as "ASSIGNOR"), and **HNC Healthy Nutrition Company GmbH**, a German GmbH, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR is the sole owner of all right, title and interest in and the goodwill symbolized thereby to the federal trademark registration for the trademark PROPOD, Reg. No. 4,474,728, in International Class 021 for "Drinking Vessels; Cups; Drink Shakers, Namely, Sports Drink Shakers; Food and Drink Containers and Bottles, Namely, Household Containers for Foods and Beverage Bottles, Sold Empty" (the "Trademark");

WHEREAS, ASSIGNOR wishes to assign, and Assignee wishes to acquire, all right, title and interest in and to the TRADEMARK, including any and all common law trademark rights and all goodwill symbolized and embedded in the TRADEMARK.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

To the extent it has owned the same, ASSIGNOR hereby conveys, assigns and transfers to Assignee all right, title and interest, in the United States and abroad, in and to the TRADEMARK, and the good will of the business symbolized by the TRADEMARK, along with the common law rights in the TRADEMARK and any registrations or pending applications to register the TRADEMARK. Without limiting the generality of the foregoing, ASSIGNOR further sells, assigns and transfers to Assignee all right, title and interest to sue and recover for past infringements by any third parties of the TRADEMARK and hereby states that all rights inure to the benefit of Assignee.

Assignee shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction.

ASSIGNOR agrees to cause to be executed and delivered without further consideration any further applications, assignments or other documents, and to perform such other lawful acts as Assignee may reasonably require to fully secure and/or evidence the rights or interests herein or which is necessary to protect or enforce the TRADEMARK.

This Agreement shall be binding on and inure to the benefit of the successors and assigns of Assignee, and their commonly owned or controlled entities.

If any part of this Agreement is held void, the remaining parts will not be affected.

Any waiver of a breach by either party shall not be waiver of any subsequent breach.

This Agreement will be governed by the laws of the State of Michigan.

GlaxoSmithKline Consumer Healthcare (UK) IP Limited (ASSIGNOR)

By: *Alicia Chantrey*

Name:

Title: **Alicia Chantrey
Authorised Attorney**

Date: **2ND OCTOBER 2018**

HNC Healthy Nutrition Company GmbH, a German GmbH (ASSIGNEE)

By: *Arvid Fohler*
Name: **Dr. Arvid Fohler**

Title: **Arvid Fohler**

Date: **29/03/2018**

TRADEMARK