

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unilever N.V.		03/01/2019	Naamloze Vennootschap (Nv): NETHERLANDS
RECEIVING PARTY DATA			
Name:	La Couronne S.A.S.		
Street Address:	ZI le Chimpy		
City:	Schirmeck		
State/Country:	FRANCE		
Postal Code:	67130		
Entity Type:	Company: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3831883	ALSA	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	2023444976		
Email:	rliebowitz@venable.com, trademarkdocket@venable.com		
Correspondent Name:	REBECCA LIEBOWITZ		
Address Line 1:	P.O. BOX 34385		
Address Line 2:	c/o Venable LLP		
Address Line 4:	WASHINGTON, D.C. 20043		
ATTORNEY DOCKET NUMBER:	31915-506544		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Liebowitz		
Address Line 1:	P.O. Box 34385		
Address Line 2:	c/o Venable LLP		
Address Line 4:	Washington, D.C. 20043		
NAME OF SUBMITTER:	Rebecca Liebowitz		
SIGNATURE:	/rebecca liebowitz/		

CH \$40.00 3831883

DATE SIGNED:	07/10/2019
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2019

- 1) UNILEVER N.V.
- 2) KNORR-NAHRMITTEL AG
- 3) CONOPCO INC.
- 4) UNILEVER PLC
- 5) ELAIS UNILEVER HELLAS SA
- 6) LA COURONNE S.A.S.

DEED OF ASSIGNMENT OF TRADE MARKS AND DOMAIN NAMES

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THIS DEED OF ASSIGNMENT is made the 1st of March 2019

BETWEEN:

- 1) **UNILEVER N.V.**, a company incorporated in the Netherlands whose corporate seat is in Rotterdam and whose registered office is Weena 455, 3013 AL Rotterdam, The Netherlands;
- 2) **KNORR-NAHRMITTEL AG**, a company incorporated in Switzerland whose registered office is Bahnhofstrasse 19, Thayngen, Schaffausen, 8240, Switzerland;
- 3) **CONOPCO INC.** a company incorporated in the State of New York whose registered office is 700 Sylvan Avenue, Englewood Cliffs, New Jersey, 07632-3113, USA;
- 4) **UNILEVER PLC**, a company incorporated in the United Kingdom (registered number 00041424) whose registered office is Port Sunlight, Wirral, Merseyside, CH62 4ZD United Kingdom;
- 5) **ELAIS UNILEVER HELLAS SA**, a company incorporated in Greece whose registered office is 8 Chimaras Str, Marousi Attikis, 15125, Greece;

(each an "Assignor" and together, the "Assignors"); and

- 6) **LA COURONNE S.A.S.**, a company registered in France under number 54.850-154.300.142 and whose registered office is at ZI le Chimpy, 67130 Schirmeck, France (the "Assignee").

WHEREAS:

- (A) The Assignee wishes the Assignors to assign any interest they may have in the Trade Marks to the Assignee.
- (B) The Assignee wishes the Assignors to assign any interest they may have in the Domain Names to the Assignee.
- (C) Pursuant to a business and share sale and purchase agreement entered into on 2 May 2018 between inter alia Unilever plc and Unilever N.V. and the Assignee (the "Sale Agreement"), it was agreed that the Trade Marks and Domain Names be assigned to the Assignee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Interpretation

The following definitions and rules of interpretation apply in this agreement.

- 1.1 Definitions:
- Business Day:** a day (other than a Saturday, Sunday) on which banks in London, Paris and Amsterdam are open for business.
- Domain Names:** the domain names short particulars of which are set out in Schedule 2.
- Trade Marks:** the registered trademarks, applications for trademarks and any unregistered trademarks, short particulars of which are set out in Schedule 1.
- Unilever Parents:** means Unilever NV and Unilever PLC.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 References to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association, or partnership (whether or not having separate legal personality);.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to **writing** shall include any modes of reproducing words in a legible and non transitory form.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **ASSIGNMENT**

2.1 Pursuant to the Sale Agreement, each Assignor hereby assigns to the Assignee all its respective right, title and interest in and to the Trade Marks and Domain Names together with all its respective rights, privileges and advantages in relation thereto, including for the avoidance of doubt:

- (a) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement occurring prior to the date of this agreement.

3. **FURTHER ASSURANCE**

3.1 Each Assignor shall, at the request and cost of the Assignee, provided such request is made within 6 months of the date of this agreement, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including recordal of the Assignee as applicant or proprietor of the registered marks or applications therefor comprising the Trade Marks.

3.2 For a period of 6 months from the date of this agreement and if reasonably requested by the Assignee in relation to the Trade Marks each Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the Assignee as applicant or proprietor of the Trade Marks:

- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, respond to all official actions issued by any relevant trade mark registry;
- (c) provide the Assignee with relevant information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
- (d) ensure that copies of all correspondence relating exclusively to the Trade Marks that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of

"General Counsel", or any other person that the Assignee notifies to the respective Assignor from time to time; and

- (c) provide the Assignee with information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings.

The Assignee shall keep each Assignor indemnified against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by the Assignor arising out of or in connection with this clause 3.2.

- 3.3 Each Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as reasonably practical following completion of the Sale Agreement all deeds, documents of title, certificates and other files and records relating exclusively to the Trade Marks and the Domain Names; provided that such documents are within the possession of the Assignor.

4. WAIVER

- 4.1 No delay or omission on the part of any party to this agreement in exercising any right, power or remedy provided by law or under this agreement or any other documents referred to in it shall impair such right, power or remedy or operate as a waiver thereof or preclude its exercise at any subsequent time.

- 4.2 The single or partial exercise of any right, power or remedy provided under this agreement or any document referred to in it shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. ENTIRE AGREEMENT

- 5.1 This agreement, together with the Sale Agreement and the documents referred to therein, constitutes the whole and only agreement between the parties relating to the subject matter of this agreement and except to the extent expressly repeated in any of these documents any prior drafts, agreements, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating thereto are superseded and extinguished.

- 5.2 All other terms governing this Assignment are contained in the Sale Agreement, and all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this Assignment.

6. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. **NOTICES**

7.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and delivered personally, by registered post, using an internationally recognised courier company.

7.2 Any such notice or other communication shall be addressed as provided in Clause 7.3 and, if so addressed, shall be deemed to have been duly given or made if sent by personal delivery, registered post or using an internationally recognised courier company, upon delivery at the address of the relevant party PROVIDED THAT if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours, such notice or other communication shall be deemed to be given or made at the start of working hours on the next Business Day.

7.3 The relevant addressee and address of each party for the purposes of this agreement, subject to Clause 7.4, are:

Name of party	Address
Unilever N.V.	C/O Unilever plc Unilever House 100 Victoria Embankment London EC4Y 0DY
For the attention of:	Joe Sullivan Joe.Sullivan@unilever.com
Unilever plc	Unilever House 100 Victoria Embankment London EC4Y 0DY
For the attention of:	Joe Sullivan Joe.Sullivan@unilever.com
Knorr-Nahrungsmittel AG	Bahnhofstrasse 19, Thayngen, Schaffhausen, 8240, Switzerland
For the attention of:	Joe Sullivan Joe.Sullivan@unilever.com
CONOPCO Inc	700 Sylvan Avenue, Englewood Cliffs, New Jersey, 07632- 3113, USA

For the attention of:	Joe Sullivan Joe.Sullivan@unilever.com
Elais Unilever Hellas SA	8 Chimaras Str Marousi Attikis 15125 Greece
For the attention of:	Joe Sullivan Joe.Sullivan@unilever.com
LA COURONNE S.A.S.	ZI le Chimpy 67130 Schirmeck FRANCE
For the attention of:	Mr. Didier Muller or Ulrich Classen didier.muller@oetker.fr ulrich.classen@oetker.fr

- 7.4 Where a notice is to be given to the Unilever Parents under this agreement it shall be sufficient for it to be given to Unilever plc. Where a notice is to be given by the Unilever Parents under this agreement it shall be sufficient for it to be given by either of the Unilever Parents.
- 7.5 A party may notify the other parties to this agreement of a change to its name, relevant addressee, address or facsimile number for the purposes of Clause 7.3 PROVIDED THAT such notification shall only be effective on:
- 7.6 (A) the date specified in the notification as the date on which the change is to take place; or
- 7.7 (B) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date falling five Business Days after notice of any such change has been given.
- 7.8 For the avoidance of doubt, the parties agree that the provisions of this Clause shall not apply in relation to the service of any writ, summons, order, judgment or other document relating to or in connection with any Proceedings.

8. GOVERNING LAW

This agreement is governed by and construed in accordance with English law.

9. JURISDICTION

Each party to this Assignment irrevocably agrees that the courts of England and Wales are to have non-exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise out of, or in connection with, the creation, validity, effect, interpretation or performance of, or the legal relationships created by, this Assignment, and that accordingly, any proceedings shall be brought in such courts.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

Schedule 1 Trade Marks


Part 1. Registered trade marks

See attached

Part 2. Trade mark applications

Trademark application made to the French trademark registry on 17 January 2019
(application number 184420430) regarding an Alsa design mark

SIGNED as a deed by **JOSEPH SULLIVAN**)
as duly authorised attorney for and on behalf of)
UNILEVER N.V., in the presence of:)


.....

Witness's signature:

A. Täumer


Witness's name (in capitals):

Alexander Täumer

Witness's address:

Hammanstr. 8
60322 Frankfurt

SIGNED as a deed by **JOSEPH SULLIVAN**)
as duly authorised attorney for and on behalf of)
KNORR-NAHRMITTEL AG in the presence of:)


.....

Witness's signature:

A. Täumer


Witness's name (in capitals):

Alexander Täumer

Witness's address:

Hammanstr. 8
60322 Frankfurt

SIGNED as a deed by **JOSEPH SULLIVAN**)
as duly authorised attorney for and on behalf of)
CONOPCO INC. in the presence of:)


.....

Witness's signature:

A. Täumer


Witness's name (in capitals):

Alexander Täumer

Witness's address:

Hammanstr. 8
60322 Frankfurt

SIGNED as a deed by **JOSEPH** Sullivan)
as duly authorised attorney for and on behalf of)
UNILEVER PLC, in the presence of:)


.....

Witness's signature:

A. Täumer

Witness's name (in capitals):

Alexander Täumer

Witness's address:

Hammanstr. 8
60322 Frankfurt

SIGNED as a deed by *JOSEPH SULLIVAN*
as duly authorised attorney for and on behalf of
ELAIS UNILEVER HELLAS SA, in the presence of:

} *[Signature]*
}

Witness's signature:

A. Tain

Witness's name (in capitals):

Alexander Taimen

Witness's address:

*Hammansiv. 8
60322 Frankfurt*

SIGNED as a deed by Alead Limited, acting
by its director Jeremy Mark Green, for and on
behalf of **LA COURONNE S.A.S.**, acting
pursuant to a power of attorney dated
~~18~~ February 2019 in the presence of:

} *[Signature]*
}
}
}
}
*Mr Green, Director,
Alead Limited*

Witness's signature:

A. Tain

Witness's name (in capitals):

as above

Witness's address:

as above

ID-Nr.	Marke	Logo	Inhaber	Land	Anmelde- datum	Anmelde- AZ	Registrierungs- datum	Registrierungs- AZ	Klassen	Verlängerungs- datum
86-13198 US	ALSA		Univer N.Y.	USA	04.02.2010	77-928,373	10.08.2010	3,531,883	30	10.08.2020