

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539449

| | | | |
|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jamba Juice Funding HoldCo LLC | | 10/29/2018 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Jamba Juice Funding LLC | | |
| Street Address: | 5620 Glenridge Drive NE | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30342 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87813180 | BANANA MAN | |
| Serial Number: | 87175243 | BETTER BLENDED | |
| Serial Number: | 87175248 | BETTER BLENDED | |
| Serial Number: | 86923110 | JAMBA | |
| Serial Number: | 87219793 | JAMBA | |
| Serial Number: | 87480493 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | dctrademarks@dlapiper.com | | |
| Correspondent Name: | Ann K. Ford | | |
| Address Line 1: | 500 8th Street NW | | |
| Address Line 4: | Washington, D.C. 20004 | | |
| NAME OF SUBMITTER: | Ann K. Ford | | |
| SIGNATURE: | /Ann K. Ford/ | | |
| DATE SIGNED: | 09/04/2019 | | |

CH \$165.00 87813180

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of October 29, 2018, by and between JAMBA JUICE FUNDING HOLDCO LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, GA 30342, (“Assignor”), and JAMBA JUICE FUNDING LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, GA 30342 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Second Tier Jamba Juice Contribution Agreement between the Parties of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time

that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

JAMBA JUICE FUNDING HOLDCO LLC

By: 
Name: Michael J. Dixon
Title: Chief Financial Officer

JAMBA JUICE FUNDING LLC

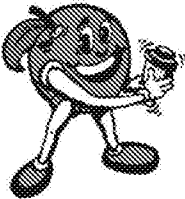



By: 
Name: Michael J. Dixon
Title: Chief Financial Officer








[Focus 2018-1 - Signature Page to Second-Tier Trademark Assignment Agreement]



Schedule 1

Trademarks

| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|--|----------|-------------|----------|-------------|------------|
| ALOHA GREENS ALOHA GREENS | 86422027 | 13-OCT-2014 | 5105544 | 20-DEC-2016 | Registered |
| ALOHA PINEAPPLE | 78291319 | 22-AUG-2003 | 3243490 | 22-MAY-2007 | Registered |
| AMAZING GREENS AMAZING GREENS | 86422025 | 13-OCT-2014 | 4984132 | 21-JUN-2016 | Registered |
| APPLE CHERRY CHILL APPLE CHERRY CHILL | 86747673 | 04-SEP-2015 | 4955510 | 10-MAY-2016 | Registered |
| BERRY FULFILLING BERRY FULFILLING | 78357000 | 23-JAN-2004 | 2982186 | 02-AUG-2005 | Registered |
| BLEND IN THE GOOD BLEND IN THE GOOD | 86520026 | 30-JAN-2015 | 4947505 | 26-APR-2016 | Registered |
| BLEND IN THE GOOD BLEND IN THE GOOD | 86520027 | 30-JAN-2015 | 4947506 | 26-APR-2016 | Registered |
| BLEND IN THE GOOD BLEND IN THE GOOD | 86520036 | 30-JAN-2015 | 4947509 | 26-APR-2016 | Registered |
| BLEND IN THE GOOD BLEND IN THE GOOD | 86520025 | 30-JAN-2015 | 5209793 | 23-MAY-2017 | Registered |
| BLEND IN THE GOOD BLEND IN THE GOOD | 86520032 | 30-JAN-2015 | 4947507 | 26-APR-2016 | Registered |
| BLEND IN THE GOOD | 86520049 | 30-JAN-2015 | 4947510 | 26-APR-2016 | Registered |


| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---|----------|-------------|----------|-------------|------------|
| BLEND IN THE GOOD | | | | | |
| BLEND IN THE GOOD BLEND IN THE GOOD | 86520035 | 30-JAN-2015 | 4947508 | 26-APR-2016 | Registered |
| CHOCOLATE MOO'D | 75189895 | 30-OCT-1996 | 2174345 | 21-JUL-1998 | Registered |
| <i>Design Only</i>  | 86238898 | 01-APR-2014 | 4791498 | 11-AUG-2015 | Registered |
| <i>Design Only</i>  | 85679035 | 17-JUL-2012 | 4279953 | 22-JAN-2013 | Registered |
| <i>Design Only</i>  | 85679039 | 17-JUL-2012 | 4279954 | 22-JAN-2013 | Registered |
| <i>Design Only</i>  | 85095806 | 29-JUL-2010 | 4023768 | 06-SEP-2011 | Registered |
| <i>Design Only</i> | 77787923 | 23-JUL-2009 | 3887377 | 07-DEC-2010 | Registered |

| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---|----------|-------------|----------|-------------|------------|
|  | | | | | |
| <i>Design Only</i>  | 77642745 | 02-JAN-2009 | 3651041 | 07-JUL-2009 | Registered |
| <i>Design Only</i>  | 77181012 | 15-MAY-2007 | 3355997 | 18-DEC-2007 | Registered |
| GREEN CAFFEINE  | 77179166 | 11-MAY-2007 | 3493485 | 26-AUG-2008 | Registered |
| JAMBA  | 86543255 | 23-FEB-2015 | 4965869 | 24-MAY-2016 | Registered |
| JAMBA  | 77759966 | 15-JUN-2009 | 3808348 | 22-JUN-2010 | Registered |
| JAMBA  | 77489642 | 03-JUN-2008 | 4451565 | 17-DEC-2013 | Registered |
| JAMBA | 77044812 | 15-NOV-2006 | 3296446 | 25-SEP-2007 | Registered |

| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|--|----------|-------------|----------|-------------|------------|
| JAMBA | | | | | |
| JAMBA JAMBA | 78911608 | 19-JUN-2006 | 3367108 | 08-JAN-2008 | Registered |
| JAMBA GO  | 85364541 | 06-JUL-2011 | 4207398 | 11-SEP-2012 | Registered |
| JAMBA JUICE JAMBA JUICE | 86923106 | 29-FEB-2016 | 5233463 | 27-JUN-2017 | Registered |
| JAMBA JUICE JAMBA JUICE | 77642738 | 02-JAN-2009 | 3651040 | 07-JUL-2009 | Registered |
| JAMBA JUICE  | 78289478 | 19-AUG-2003 | 2874887 | 17-AUG-2004 | Registered |
| JAMBA JUICE | 74683110 | 01-JUN-1995 | 2014541 | 05-NOV-1996 | Registered |
| JAMBACARD | 78301748 | 17-SEP-2003 | 2879662 | 31-AUG-2004 | Registered |
| JAMBAGO JAMBAGO | 85364536 | 06-JUL-2011 | 4207397 | 11-SEP-2012 | Registered |
| JAMBAWARD JAMBAWARD | 86543311 | 23-FEB-2015 | 4969973 | 31-MAY-2016 | Registered |
| JAMBAWARD JAMBAWARD | 86537754 | 17-FEB-2015 | 4812726 | 15-SEP-2015 | Registered |
| JUICE CLUB JUICE CLUB | 87110855 | 20-JUL-2016 | 5252711 | 25-JUL-2017 | Registered |

| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|--|----------|-------------|----------|-------------|------------|
| LIVE FRUITFULLY LIVE FRUITFULLY | 85679042 | 17-JUL-2012 | 4630580 | 04-NOV-2014 | Registered |
| MANGO MAGNIFICO MANGO MAGNIFICO | 86747671 | 04-SEP-2015 | 4913772 | 08-MAR-2016 | Registered |
| MANGO-A-GO-GO MANGO-A-GO-GO | 78291314 | 22-AUG-2003 | 3323804 | 30-OCT-2007 | Registered |
| MATCHA GREEN TEA BLAST MATCHA GREEN TEA BLAST | 78639216 | 27-MAY-2005 | 3134411 | 22-AUG-2006 | Registered |
| ORANGE DREAM MACHINE | 78291321 | 22-AUG-2003 | 2906506 | 30-NOV-2004 | Registered |
| ORCHARD JAMBOREE ORCHARD JAMBOREE | 86747681 | 04-SEP-2015 | 4889695 | 19-JAN-2016 | Registered |
| PEACH PLEASURE | 75148358 | 12-AUG-1996 | 2126829 | 06-JAN-1998 | Registered |
| PEANUT BUTTER MOO'D | 78291337 | 22-AUG-2003 | 2903333 | 16-NOV-2004 | Registered |
| PROTEIN BOOST | 78294947 | 02-SEP-2003 | 2945904 | 03-MAY-2005 | Registered |
| PUMPKIN SMASH PUMPKIN SMASH | 78328357 | 14-NOV-2003 | 3388782 | 26-FEB-2008 | Registered |
| REAL FOOD. GREAT TASTE. PURE & SIMPLE. REAL FOOD. GREAT TASTE. PURE & SIMPLE. | 86369824 | 18-AUG-2014 | 5087083 | 22-NOV-2016 | Registered |
| SQUEEZE THE DAY SQUEEZE THE DAY | 85221103 | 19-JAN-2011 | 4039849 | 11-OCT-2011 | Registered |

| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---|----------|-------------|---------------|-------------|------------|
| SQUEEZE THE DAY SQUEEZE THE DAY | 77228377 | 12-JUL-2007 | 3934727 | 22-MAR-2011 | Registered |
| STRAWBERRIES WILD | 75148336 | 12-AUG-1996 | 2275124 | 07-SEP-1999 | Registered |
| STRAWBERRY SYMPHONY STRAWBERRY SYMPHONY | 86747666 | 04-SEP-2015 | 4913771 | 08-MAR-2016 | Registered |
| TEAMUP  | 86750564 | 08-SEP-2015 | 5055978 | 04-OCT-2016 | Registered |
| TROPICAL GETAWAY TROPICAL GETAWAY | 86747676 | 04-SEP-2015 | 4889694 | 19-JAN-2016 | Registered |
| TROPICAL GREENS TROPICAL GREENS | 87512859 | 30-JUN-2017 | Not Available | | Pending |
| WATERMELON KIWI KOOLER WATERMELON KIWI KOOLER | 86801635 | 28-OCT-2015 | 5038180 | 06-SEP-2016 | Registered |
| CARIBBEAN PASSION | 75296604 | 22-MAY-1997 | 2243494 | 04-MAY-1999 | Registered |
| CITRUS SQUEEZE | 75148341 | 12-AUG-1996 | 2138335 | 24-FEB-1998 | Registered |
| JAMBA | 75445205 | 05-MAR-1998 | 2526399 | 08-JAN-2002 | Registered |
| JAMBA JUICE | 75211733 | 11-DEC-1996 | 2097875 | 16-SEP-1997 | Registered |
| RAZZMATAZZ | 75148339 | 12-AUG-1996 | 2334084 | 28-MAR-2000 | Registered |
| THE COLDBUSTER | 75461915 | 03-APR-1998 | 2299491 | 14-DEC-1999 | Registered |

| Mark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---|----------|-------------|----------|-------------|------------|
| <i>Design Only</i>  | 74726552 | 08-SEP-1995 | 2209377 | 08-DEC-1998 | Registered |