# OP \$40.00 86742599

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM554598

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cargill, Incorporated		02/28/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Avansya V.O.F.
Street Address:	Alexander Fleminglaan
City:	Delft
State/Country:	NETHERLANDS
Postal Code:	2613 AX
Entity Type:	Partnership: NETHERLANDS

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86742599	EVERSWEET

### CORRESPONDENCE DATA

**Fax Number:** 7038164100

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:** 7038164000

**Email:** vhamel@nixonvan.com **Correspondent Name:** NIXON & VANDERHYE P.C.

Address Line 1: 901 North Glebe Road

Address Line 2: 11th Floor

Address Line 4: Arlington, VIRGINIA 22203

NAME OF SUBMITTER:	Duane M. Byers
SIGNATURE:	/Duane M. Byers/
DATE SIGNED:	12/23/2019

### **Total Attachments: 4**

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> TRADEMARK REEL: 006824 FRAME: 0431

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made as of February 28, 2019 (the "<u>Effective Date</u>"), by and between Cargill, Incorporated, a Delaware corporation, having its principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391, ("<u>Assignor</u>"), and Avansya V.O.F. a partnership of the Netherlands, having its principal place of business at Alexander Fleminglaan 2613 AX Delft The Netherlands ("Assignee").

WHEREAS, Cargill Sweeteners Holding B.V. ("<u>Cargill</u>") and DSM Food Specialties Stevia B.V. are parties to an agreement dated as of February 28, 2019 (the "<u>General Partnership Agreement</u>"), pursuant to which Assignor has agreed to contribute and Assignee has agreed to receive the "JV Intellectual Property Rights," as defined in the JV Agreement;

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under those United States and foreign trademarks and trademark registrations and applications listed on Schedule A and the goodwill associated with all of the foregoing (collectively, the "<u>Trademarks</u>"); and

WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the General Partnership Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.
- 3. Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation

or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

# Cargill, Incorporated

	p bocaoignea by.		
By:	Chris Simons		
Name:	Chris Simons		
Title:	VP Food Segment		
	Va V.O.F.		
By:	Clinis Simons		
Name:	Chris Simons		
Title: _	жиянбяяхряяха <i>ф</i>	Cargill	Director
By:	DocuSigned by:  3F7DA917F123471 Petrus Niels		
	*************	DCM D	

Title: \_\_\_\_\_\_PROSTINGENEX TOPS DSM Director

# SCHEDULE A TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Owner Name	Mark	Filing Date	App. No.	Reg. Date	Reg. No.   Status	Status
Australia	Cargill,	Eversweet	10/28/2015	1730760	3/29/2016	1730760	Registered
	Incorporated		10/20/2013	1/50/00	312312010		Wegister
Canada	Cargill,	Eversweet	10/2/2015	17/0013			Danding
	Incorporated		10/2/2013	1/40013			r Chang
European	Cargill,	Eversweet	10/5/2015	1/6/3381	1/20/2016	1/6/13381   Degistered	Registered
Union	Incorporated		10/3/2013		_	14045501	Incgisition
Mexico	Cargill,	Eversweet	1000015	1664200	'n		Daziatanad
	Incorporated		10/2/2013	1004200	11/24/2013	1391933	vegisieren
United	Cargill,	Eversweet					
States Of	Incorporated		08/31/2015	86/742599			Pending
America							

TRADEMARK REEL: 006824 FRAME: 0435

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**RECORDED: 12/23/2019**