TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560869

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Hain Celestial Group, Inc.		10/07/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Hometown Food Company
Street Address:	500 West Madison Street
Internal Address:	Suite 3650
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1748713	SUNDROPS
Registration Number:	1250605	SUNSPIRE
Registration Number:	3748435	SUNSPIRE
Registration Number:	3748436	SUNSPIRE
Registration Number:	1907898	TROPICAL SOURCE

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: 4155911000
Email: HometownIPteam@winston.com
Correspondent Name: Jennifer A. Golinveaux, Winston & Strawn
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Jennifer A. Golinveaux
SIGNATURE:	/Jennifer A. Golinveaux/
DATE SIGNED:	02/06/2020
Total Attachments: 5	

CH $140.00 1748713

source=Haim to Hometown SUNSPIRE Trademark Assignment#page1.tif
source=Haim to Hometown SUNSPIRE Trademark Assignment#page2.tif
source=Haim to Hometown SUNSPIRE Trademark Assignment#page3.tif
source=Haim to Hometown SUNSPIRE Trademark Assignment#page4.tif
source=Haim to Hometown SUNSPIRE Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on October 7, 2019, (the "***Assignment***"), by and between The Hain Celestial Group, Inc., a Delaware corporation located at 1111 Marcus Avenue, Lake Success, NY 11042 ("***Assignor***"), and Hometown Food Company, a Delaware corporation located at 500 West Madison Street, Suite #3650, Chicago, Illinois 60661 (the "***Assignee***").

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "***Agreement***"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademarks related to the Business, which such trademarks are set forth on Schedule A, including all common law trademarks, service marks, trade dress, logos, and trade names , together with all translations, adaptations, derivations, and combinations thereof and including the goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, the "***Trademarks***"); and

WHEREAS, the Assignor is the owner of the entire right, title and interest in and tothe Trademarks, and is desirous of assigning and Assignee is desirous of obtaining all right, title and interest in and to the Trademarks.

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

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers unto Assignee all right, title, and interest in and to the Trademarks, worldwide, together with the goodwill of the Business symbolized by the Trademarks, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor, together with all the trademarks, service marks, logos, trade names, social media handles and user names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all benefits, privileges, causes of action, claims for damages by reason of past, present or future infringements or other violations of any rights of the Trademarks, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions), with the right to sue for, and settle and retain proceeds from such actions, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.

2. Assignor hereby agrees to take all actions necessary, and execute any documents required, to perfect Assignee's ownership of the Trademarks or exploit the Trademarks.

3. Assignor hereby authorizes Assignee to record this Assignment with the United States Patent and Trademark Office and any other applicable foreign trademark offices. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Trademarks. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Trademarks of foreign countries to Assignee as requested.

4. For purposes of any intent to use trademark applications or registrations relating to the Trademarks wherein a statement of use has not yet been filed, Assignee is the successor to at least that portion of Assignor's business to which such trademark applications or registrations relating to the Trademarks pertain, and to which such portion of such business is ongoing and existing.

5. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same assignment. Delivery of an executed signature page by electronic means shall have the same effect as manual delivery of an originally executed signature page.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

ASSIGNOR:

THE HAIN CELESTIAL GROUP, INC.

By: Kristy Meringolo
Name: Kristy Meringolo
Title: Senior Vice President and General Counsel

County of Nassau
State of New York
Sworn to before me on this 7th day of Oct. 2019

Notary

MICHAEL WARREN BROZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BR6218349
Qualified in Kings County
Commission Expires May 11, 2022

ASSIGNEE:

HOMETOWN FOOD COMPANY

By: _____
Name: Ian B. MacTaggart
Title: Vice President and Secretary

County of _____
State of _____
Sworn to before me on this ___ day of _____2019

_____
Notary

[Signature Page to Trademark Assignment – Sunspire]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

ASSIGNOR:

THE HAIN CELESTIAL GROUP, INC.

By:_____
Name: Kristy Meringolo
Title: Senior Vice President and General Counsel

County of Nassau
State of New York
Sworn to before me on this _____ day of _____ 2019

_____
Notary

ASSIGNEE:

HOMETOWN FOOD COMPANY

By: _____
Name: Ian B. MacTaggart
Title: Vice President and Secretary

County of Fairfield
State of Connecticut
Sworn to before me on this 7 day of October 2019

_____
Notary

SAMANTHA N. MCGOLDRICK
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024

[Signature Page to Trademark Assignment – Sunspire]

SCHEDULE A

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
SUNDROPS	United States	74199707	3-Sep-91	1748713	26-Jan-93
SUNSPIRE	Canada	1032475	14-Oct-1999	TMA556344	11-Jan-2002
SUNSPIRE	Hong Kong	302141568	17-Jan-2012	302141568	17-Jan-2012
SUNSPIRE	Japan	11(1999)-96274	25-Oct-1999	4418050	22-Sep-2000
SUNSPIRE	United States	73351364	22-Feb-1982	1250605	06-Sep-1983
SUNSPIRE	United States	77648006	13-Jan-2009	3748435	16-Feb-2010
SUNSPIRE	United States	77648007	13-Jan-2009	3748436	16-Feb-2010
TROPICAL SOURCE	Canada	0741594	24-Nov-1993	TMA439250	10-Feb-1995
TROPICAL SOURCE	United States	74414671	20-Jul-1993	1907898	25-Jul-1995