

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561750

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MOTT'S LLP, COMPOSED OF MSSI LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND AMERICAS BEVERAGES MANAGEMENT GP, A NEVADA GENERAL PARTNERSHIP		09/19/2019	Limited Partnership: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Mott's LLP, COMPOSED OF SNAPPLE BEVERAGE CORP. and NANTUCKET ALLSERVE, LLC, GENERAL PARTNERS
<b>Street Address:</b>	5301 Legacy Drive
<b>City:</b>	Plano
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75024
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
<b>Serial Number:</b>	88598324	MOTT'S MIGHTY
<b>Serial Number:</b>	87944409	THE OFFICIAL SPONSOR OF BEER
<b>Serial Number:</b>	87698189	THE UNOFFICIAL SPONSOR OF BEER
<b>Registration Number:</b>	5499219	MOTT'S SENSIBLES
<b>Registration Number:</b>	5410331	YOO-HOO
<b>Registration Number:</b>	4942805	CLAMATO
<b>Registration Number:</b>	4947207	YOO-HOO
<b>Registration Number:</b>	4897223	4:1
<b>Registration Number:</b>	4013431	GARDEN BLEND
<b>Registration Number:</b>	3851805	MADE FROM SCRATCH TASTE
<b>Registration Number:</b>	3713982	
<b>Registration Number:</b>	3489891	MOTT'S
<b>Registration Number:</b>	3335014	MOTT'S
<b>Registration Number:</b>	3280942	MOTT'S FOR TOTS
<b>Registration Number:</b>	3168793	ACCELERADE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3168361	BLUEBERRY DELIGHT
Registration Number:	2957848	ACCEL GEL
Registration Number:	2683791	MR & MRS T
Registration Number:	2657220	TROPICAL HAZE
Registration Number:	2599858	
Registration Number:	2760241	MOTT'S HEALTHY HARVEST
Registration Number:	2599551	COCO CASA
Registration Number:	2464239	R4
Registration Number:	2272288	MOTT'S
Registration Number:	2236872	PEACH BEACH
Registration Number:	2221828	MISTIC
Registration Number:	2077128	MINI MOTT'S
Registration Number:	2104130	CLAMATO PICANTE
Registration Number:	2141313	ENDUROX
Registration Number:	2033635	MOTT'S IN-A-MINUTE
Registration Number:	1934183	MANGO MANIA
Registration Number:	1833990	YOO-HOO
Registration Number:	1870718	YOO-HOO
Registration Number:	1812308	MISTIC
Registration Number:	1648286	FOUNTAIN CLASSICS
Registration Number:	1012391	BLOODY CAESAR
Registration Number:	0887958	YOO-HOO
Registration Number:	0802371	MOTT'S
Registration Number:	0699486	CLAMATO
Registration Number:	0160454	MOTT'S

**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:** 8024882411  
**Email:** amy.brosius@kdrp.com  
**Correspondent Name:** Amy Brosius  
**Address Line 1:** 5 Pilgrim Park Road  
**Address Line 4:** Waterbury, VERMONT 05676

<b>NAME OF SUBMITTER:</b>	Amy Brosius
<b>SIGNATURE:</b>	//Amy Brosius//
<b>DATE SIGNED:</b>	02/12/2020

**Total Attachments: 4**

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**TRADEMARK**

**REEL: 006862 FRAME: 0233**

AMENDMENT NO. 3  
TO  
THE LIMITED LIABILITY PARTNERSHIP  
AGREEMENT  
OF  
MOTT'S LLP  
A DELAWARE LIMITED LIABILITY COMPANY

AMENDMENT NO 3 (this "Amendment") to the Limited Liability Partnership Agreement of Mott's LLP, dated as of July 10, 2007, (the "LLP Agreement").

WITNESSETH

WHEREAS, Mott's LLP ("the Company") has been formed as a limited liability partnership under the Delaware Limited Liability Partnership Act by the filing of a statement of qualification with the Secretary of State of Delaware on December 22, 2003; and

WHEREAS, Snapple Beverage Corp., a Delaware Corporation and Nantucket Allserve, LLC, a Delaware Limited Liability Company, the partners, desire to amend the LLP Agreement in certain respects.

NOW THEREFORE, in consideration of the foregoing, Snapple Beverage Corp. and Nantucket Allserve, LLC hereby agree as follows:

1. Amendment. Exhibit A, is hereby amended in full to be read in its entirety as follows:

**EXHIBIT A**

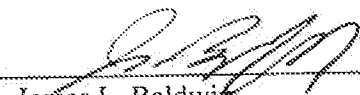
Amended as of September 19, 2019

<u>PARTNER</u>	<u>PERCENTAGE INTEREST</u>
Nantucket Allserve, LLC 5301 Legacy Dr. Plano, TX 75024	99%
Snapple Beverage Corp. 5301 Legacy Dr. Plano, TX 75024	1%


Effect of Amendment. Except as and to the extent expressly modified by this Amendment, the LLP Agreement shall remain in full force and effect in all respects.

IN WITNESS WHEREOF, the undersigned has duly executed this  
Amendment to the LLP Agreement, effective as of September 19, 2019.

**NANTUCKET ALLSERVE, LLC**

By:   
James L. Baldwin  
Chief Legal Officer & Secretary

**SNAPPLE BEVERAGE CORP.**

By:   
James L. Baldwin  
Chief Legal Officer & Secretary

## PARTNERSHIP INTEREST TRANSFER AGREEMENT

July 15, 2019

This Partnership Interest Transfer Agreement ("Transfer Agreement"), is dated effective as of July 15, 2019 at 12:20 a.m. EST by and between Americas Beverages Management GP, a Delaware General Partnership ("Transferor") and Snapple Beverage Corp., a Delaware corporation (hereinafter referred to collectively as the "Transferee"):

**WHEREAS**, Transferor holds 1% interest (the "Partnership Interest") in Mott's LLP, a Delaware Limited Liability Partnership (the "Partnership"); and

**WHEREAS**, pursuant to the Statement of Dissolution, Winding Up and Liquidating Distribution Agreement of Transferor dated July 15, 2019, Transferor desires to transfer the Partnership Interest to Transferee upon the terms and for the consideration set forth herein.

**NOW, THEREFORE**, as the result of the dissolution and the contemplated termination of the existence of the Transferor, and in consideration of the foregoing and of the mutual agreements hereinafter set forth, Transferor and Transferee hereby agree as follows:

**FIRST:** Transfer of Partnership Interest. Transferor hereby assigns, conveys, transfers and delivers to Transferee all of its right, title and interest in the Partnership Interest, effective as of the date of this Transfer Agreement.

**SECOND:** Percentage Interest. For purposes hereof, the term "Interest" shall mean the Percentage Interest (as that term is defined in the Amended and Restated Agreement of General Partnership of Mott's LLP to be dated July 15, 2019 (the "Partnership Agreement")) assigned by the Transferor to the respective Transferee as set forth above, as of the effective date hereof, including, but not limited to, (i) all the profits, losses, items in nature of income, gain, credit, expense or loss, and the surplus and/or distributions allocable to Transferor in respect of such Interest; (ii) Transferor's rights, powers and benefits as a general partner of the Partnership in respect of such Interest, including, without limitation, those set forth in the Partnership Agreement; and (iii) any other right, title and interest attributable to Transferor under any other agreement relating to the Partnership, the Uniform Partnership Act of the state of Delaware, or any other applicable law in respect of such Interest.

**THIRD:** Further Assurances. Each party hereto shall execute and deliver such additional instruments and other documents and shall take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of its obligations under this Transfer Agreement.

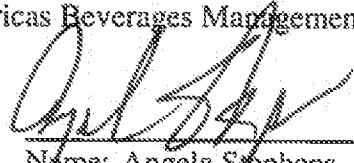
**FOURTH:** Entire Agreement and Counterparts. This Transfer Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Transfer Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly caused this Transfer Agreement to be executed by their duly authorized officers on the date first written above.

TRANSFEROR

Americas Beverages Management GP

By:

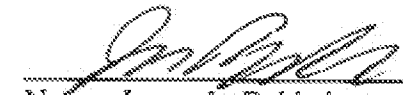


Name: Angela Stephens  
Title: Liquidator

TRANSFeree

Snapple Beverage Corp.

By:

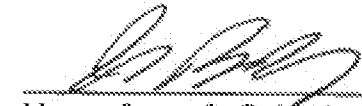


Name: James L. Baldwin  
Title: Executive Vice President and Secretary

ACKNOWLEDGMENT

MSSI LLC, partner in Mott's LLP

By:



Name: James L. Baldwin  
Title: Executive Vice President and Secretary

111(a)

[Signature Page to Transfer Agreement]