

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dean Foods Company		04/30/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Harmoni Inc		
Street Address:	1645 E HWY 50, STE 102		
City:	CLERMONT		
State/Country:	FLORIDA		
Postal Code:	34711		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	77051961	"SAY UNCLE!"	
Serial Number:	86960937	A-PEELINGLY FRESH	
Serial Number:	87842972	ARE YOU ON THE JUICE?	
Serial Number:	87691877	A SMALL FAMILY MAKING A BIG DIFFERENCE	
Serial Number:	87672889	CLEAN COGNITIVE CAFFEINE	
Serial Number:	77950620	FUELING FAMILIES WITH UNCOMPROMISED ORGA	
Serial Number:	85407294	GROWING A HEALTHY GENERATION.	
Serial Number:	88062605	HEALTHY SOIL. HEALTHY TREES. HEALTHY FRU	
Serial Number:	77682934	I'M ON THE JUICE!	
Serial Number:	85835176	LOVE AT FIRST SIP	
Serial Number:	86796123	ORANGE IS THE ORIGINAL SUPERFRUIT	
Serial Number:	88276952	SHAKE UP YOUR WAKE UP	
Serial Number:	75691168		
Serial Number:	77287209	UNCLE MATT'S ORGANIC	
Serial Number:	88762057	UNCLE MATT'S ORGANIC	
Serial Number:	86381274	UNCLE MATT'S ORGANIC	
Serial Number:	86111949	UNCLE MATT'S ORGANIC	
CORRESPONDENCE DATA			

OP \$440.00 77051961

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: 3523948737
Email: sharon@unclematts.com
Correspondent Name: Sharon Davidson
Address Line 1: 1645 E HWY 50, STE 102
Address Line 4: CLERMONT, FLORIDA 34711

NAME OF SUBMITTER:	Susan McLean
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SIGNATURE:	/sm/
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DATE SIGNED:	05/28/2020
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of April 30, 2020 (the "Effective Date"), is by and among Dean Foods Company, a Delaware company ("Assignor"), Uncle Matt's Organic, Inc., a Delaware company and Subsidiary of Assignor ("Seller," and together with Assignor, the "Assignor Entities") and Harmoni Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of April 8, 2020, by and among Assignee and the Assignor Entities (the "Asset Purchase Agreement"), the Assignor Entities desire to sell, convey, transfer, assign and deliver to Assignee all of the Assignor Entities' right, title and interest in, to and under the Owned Intellectual Property, including the Intellectual Property set forth on Exhibit A hereto (the "Assigned IP"), and Assignee desires to acquire and accept all of the Assignor Entities' entire right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. The Assignor Entities hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby acquire and accept, all of the Assignor Entities' right, title and interest in, to and under the Assigned IP throughout the world and all rights corresponding thereto, together with all goodwill associated therewith and all income, royalties or payments now or hereafter due or payable in relation to the Assigned IP, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world.
3. The Parties acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. The parties intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Asset Purchase Agreement, which govern the parties' rights and interests in the Assigned IP.
4. Upon the reasonable request by Assignee, the Assignor Entities shall execute all documents and take all actions as may be necessary to file and record Assignee's right, title and interest in, to and under the Assigned IP, in each case, without further compensation.

5. The Assignor Entities hereby authorize and request the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of entire right, title and interest in, to and under the Assigned IP.

6. Section 13.09 (Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver) of the Asset Purchase Agreement is hereby incorporated herein by reference, mutatis mutandis, as if set forth in full herein.

7. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR ENTITIES:

DEAN FOODS COMPANY

By: Kristy N. Waterman
Name: Kristy N. Waterman
Title: Senior Vice President, General
Counsel and Corporate Secretary

UNCLE MATT'S ORGANIC, INC.

By: Kristy N. Waterman
Name: Kristy N. Waterman
Title: Senior Vice President, General
Counsel and Corporate Secretary

AS ASSIGNEE:

HARMONI INC.

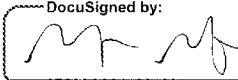
By: 
Name: Matt McLean
Title: CEO / President

EXHIBIT A
ASSIGNED IP

Trademarks

TRADEMARK TRADEMARK ID	MARK NAME	APPLICATION NUMBER	REGISTRATION NUMBER	ALL GOODS AND SERVICES	CLASS	TYPE OF MARK	COUNTRY/ JDA	HIGH LEVEL STATES	LEGAL OWNER
TM-11900	"SAY UNCLE!"	77051961	3,427,561	Organic citrus products, namely, fresh organic oranges, lemons, tangerines, grapefruits, limes and tangelos	31	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-11910	A-PEELINGLY FRESH	86960937	5,077,558	Flavored bottled water	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-04424-US	ARE YOU ON THE JUICE?	87842972	5,590,233	organic fruit juices	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-04423-US	A SMALL FAMILY MAKING A BIG DIFFERENCE	87691877	5,492,206	Organic fruit juices	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-04436-US	CLEAN COGNITIVE CAFFEINE	87672889	5,491,701	Organic fruit juice beverages, also containing caffeine	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-11904	FUELING FAMILIES WITH UNCOMPROMISED ORGANIC NUTRITION	77950620	3,860,404	Orange juice beverages	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-11905	GROWING A HEALTHY GENERATION.	85407294	4,131,861	Fruit juices and fruit drinks	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-04426-US	HEALTHY SOIL. HEALTHY TREES. HEALTHY FRUIT	88062605	5,848,777	Organic fruit juices	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-11903	TM ON THE JUICE! LOVE AT FIRST SIP	77682934	3,683,032	orange juice beverages	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-11906		85835176	4,402,966	orange juice beverages	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.

TM-11909	ORANGE IS THE ORIGINAL SUPERFRUIT	86796123	4,977,507	Orange juice	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-12014-US	SHAKE UP YOUR WAKE UP	88276952	5,916,662	Energy drinks	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-11896	SUN LOGO	75691168	2,795,105	Organic fresh fruits and vegetables	31	Design only	US	In Force	Uncle Matt's Organic, Inc.
TM-11897	UNCLE MATT'S ORGANIC	77287209	3,483,737	Organic Fruit Juices and Fruit Drinks	32	Trademark	US	In Force	Uncle Matt's Organic, Inc.
TM-04432-MX	UNCLE MATT'S ORGANIC & design	1969827	1969827	Organic fruit juices	32	Word and Figurative Mark	MX	In Force	Uncle Matt's Organic, Inc.
TM-04432-US2	UNCLE MATT'S ORGANIC & design	88762057		Organic frozen confections, namely freezer pops	30	Word and Figurative Mark	US	Pending	Uncle Matt's Organic, Inc.
TM-11908	UNCLE MATT'S ORGANIC & design	86381274	4,742,662	Organic fruit juice	32	Word and Figurative Mark	US	In Force	Uncle Matt's Organic, Inc.
TM-11907	UNCLE MATT'S ORGANIC & design	86111949	4,629,840	Organic fresh fruit and vegetables	31	Word and Figurative Mark	US	In Force	Uncle Matt's Organic, Inc.

Domain Names

Domain Name
www.unclematts.com
www.unclemattsorganic.com