

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hain Gourmet, Inc.		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Hain Celestial Group, Inc.		
Street Address:	1111 Marcus Avenue		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3947081	GARDEN VEGGIE STRAWS	
Registration Number:	3532798	PITA BITES	
Registration Number:	3195083	SENSIBLE PORTIONS	
Registration Number:	5257254	POPPIN' PEAS	
Serial Number:	87959911	JOYMADE	
CORRESPONDENCE DATA			
Fax Number:	5166730255		
<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>			
Phone:	5165875171		
Email:	IP@hain.com		
Correspondent Name:	Melissa Schombs		
Address Line 1:	1111 Marcus Avenue		
Address Line 2:	The Hain Celestial Group, Inc.		
Address Line 4:	Lake Success, NEW YORK 11042		
NAME OF SUBMITTER:	Melissa Schombs		
SIGNATURE:	/melissaschombs/		
DATE SIGNED:	10/01/2020		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made on September 30, 2020, (the "*Agreement*"), by and among The Hain Celestial Group, Inc. a Delaware corporation located at 1111 Marcus Avenue, Lake Success, New York 11042 U.S.A. ("*Assignee*"), Hain Gourmet, Inc. a Delaware corporation located at 1111 Marcus Avenue, Lake Success, New York 11042 U.S.A. (the "*Assignor*"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Assignor is the owner of all right, title and interest in and to the Assigned Marks in Schedule A; and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Assigned Marks in Schedule A.

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

1. Assignor hereby assigns, transfers, conveys and delivers unto Assignee all right, title, and interest in and to the Assigned Marks worldwide, together with the goodwill of the business symbolized by the Assigned Marks, 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, 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 Assigned Marks, 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. Assignor makes this assignment to the successor to the Assignor's business, or portion of the business to which the Assigned Marks pertain, to the extent that that business is ongoing and existing.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

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

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

5. 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 agreement.

6. The validity, interpretation and effect of this Assignment shall be governed exclusively by the Laws of the State of New York, excluding the "conflict of laws" rules thereof.

[Signature page follows]

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

ASSIGNOR:

HAIN GOURMET, INC.

By: Kristy Meringolo
Name: Kristy Meringolo
Title: Director

ASSIGNEE:

THE HAIN CELESTIAL GROUP, INC.

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

SCHEDULE A

Trademark Name	Country	Application No.	Filing Date	Registration No.	Registration Date
GARDEN VEGGIE STRAWS	US	85030147	04-May-2010	3947081	19-Apr-2011
SENSIBLE PORTIONS & Design	JP	2009-77406	13-Oct-2009	5397991	11-Mar-2011
PITA BITES	US	77400064	19-Feb-2008	3532798	11-Nov-2008
SENSIBLE PORTIONS	US	78596051	28-Mar-2005	3195083	02-Jan-2007
SENSIBLE PORTIONS and Design	CA	1453163	25-Sep-2009	781955	08-Nov-2010
SENSIBLE PORTIONS in KATAKANA	JP	2009-77407	13-Oct-2009	5397992	11-Mar-2011
SENSIBLE PORTIONS	CN	14195756	18-Mar-2014	14195756	28-Apr-2015
SENSIBLE PORTIONS	CN	14195755	18-Mar-2014	14195755	28-Apr-2015
SENSIBLE PORTIONS in Chinese Characters 新纯宝	CN	14195753	18-Mar-2014	14195753	21-Aug-2015
GARDEN VEGGIE STRAWS	AU	1642015	20-Aug-2014	1642015	23-Mar-2015
POPPIN' PEAS	US	86961705	01-Apr-2016	5257254	01-Aug-2017
SENSIBLE PORTIONS	OM	102803	30-May-2016	102803	31-Oct-2017
SENSIBLE PORTIONS	AE	254618	31-May-2016	254618	15-Apr-2018
SENSIBLE PORTIONS	KW	180209	10-May-2016	149995	31-Oct-2017
SENSIBLE PORTIONS	LB	174340	23-May-2016	174340	23-May-2016
SENSIBLE PORTIONS	BH	116198	10-May-2016	116198	04-May-2017
SENSIBLE PORTIONS	QA	106569	02-Jun-2016	106569	19-Jul-2017
SENSIBLE PORTIONS	YE	74745	08-May-2016	74745	02-May-2017
SENSIBLE PORTIONS	JO	JO/T/1/127932	01-Jun-2016	JO/T/1/127932	04-Jul-2017
SENSIBLE PORTIONS	IN	3238553	19-Apr-2016	3238553	13-Mar-2017
SENSIBLE PORTIONS	LK	207112	04-May-2016		
SENSIBLE PORTIONS	BD	198278	02-May-2016		
SENSIBLE PORTIONS	MA	175761	12-May-2016	175761	12-May-2016
SENSIBLE PORTIONS	SA	1437018014	12-May-2016	1437018014	26-Aug-2016
SENSIBLE PORTIONS	EG	335455	18-May-2016		
SENSIBLE PORTIONS & Design	SG	40201715645X	15-Aug-2017	40201715645X	13-Jul-2018
JOYMADE	US	87959911	13-Jun-2018		