

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freshly, Inc.		11/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Société Des Produits Nestlé S.A.		
Street Address:	Avenue Nestlé 55		
City:	Vevey		
State/Country:	SWITZERLAND		
Postal Code:	1800		
Entity Type:	Société Anonyme (Sa): SWITZERLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4794496		
Registration Number:	5448567	EAT MORE FRESHLY	
Registration Number:	5447751	EAT MORE FRESHLY	
Registration Number:	4985409	FRESHLY	
Registration Number:	4753412	FRESHLY	
Registration Number:	5909258	FRESHLY	
Registration Number:	5281816	FRESHLY. DELICIOUSLY HEALTHY.	
Registration Number:	4794551	FRESHLY FIT	
Registration Number:	4794504	FRESHLY FLEX	
Registration Number:	5448566	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
Registration Number:	5593302	LIFE IS BETTER WHEN IT'S LIVED MORE FRES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303-473.2861		
Email:	docket@hollandhart.com		
Correspondent Name:	Andrea Anderson, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		

CH \$290.00 4794496

Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER: Andrea Anderson

SIGNATURE: /Andrea Anderson/

DATE SIGNED: 12/07/2020

Total Attachments: 5

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IP ASSIGNMENT

This IP Assignment (this "IP Assignment"), dated as of November 30, 2020 (the "Effective Date"), is by and between and Freshly, Inc., a Delaware corporation ("Freshly") and Société Des Produits Nestlé S.A., a société anonyme organized and existing under the laws of Switzerland ("SPN").

RECITALS

WHEREAS, certain affiliates of SPN and Freshly entered into that certain Agreement and Plan of Merger, dated as of October 30, 2020, pursuant to which Freshly became an affiliate of SPN (the "Merger"); and

WHEREAS, in connection with the closing of the Merger, SPN and Freshly entered into that certain Assignment Agreement, of even date herewith (the "Assignment Agreement"), pursuant to which Freshly agreed to convey, transfer, assign and deliver to SPN all of Freshly's right, title and interest in, to and under all intellectual property owned by Freshly, including the intellectual property set forth on Schedule 1 attached hereto.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Freshly does hereby convey, transfer, assign and deliver to SPN, and SPN hereby accepts, all of Freshly's right, title and interest in, to and under the Assigned IP (as defined in the Assignment Agreement), including (a) the trademarks set forth on Schedule 1 attached hereto, and all good will of the business associated therewith, (b) all registrations and applications to register the Assigned IP, all rights to apply for and register the Assigned IP and all rights of priority with respect thereto, (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned IP and (d) any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Freshly hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of SPN, Freshly will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required by SPN in order to convey, transfer, assign and deliver to SPN and vest in SPN title to all of the Assigned IP.

Freshly hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all other jurisdictions, worldwide, to record the title of SPN as owner of all right, title, and interest in and to the Assigned IP.

This IP Assignment shall be construed and interpreted according to the laws of Switzerland, applicable to contracts to be wholly performed within the country of Switzerland.

This IP Assignment must be signed by all Parties. All signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Original signatures to this IP Assignment are not required to establish the effectiveness, authenticity, or enforceability of this IP Assignment. Photocopies of this IP Assignment bearing the signatures of both parties are effective as originals. Signatures sent electronically (facsimile or scanned and sent via email) or

e-signatures will be deemed original signatures. The Parties' affiliates may translate this IP Assignment for reference purposes or to file it before their local courts. In case of contradiction between the English version and the corresponding translation, the English version will prevail.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

FRESHLY, INC.

By: James C. Paris
Name: James C. Paris
Title: Vice President

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

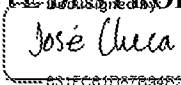
By: _____
Name: Jose Checa
Title: General Counsel Brands & Marketing,
Licensing, Anticounterfeiting

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

FRESHLY, INC.

By: _____
Name:
Title:

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By:  _____
Name: Jose Checa
Title: General Counsel Brands & Marketing,
Licensing, Anticounterfeiting

SCHEDULE 1

Trademark Registrations

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner of Record
Logo Design	86496633	1/6/2015	4794496	8/18/2015	Freshly Inc.
EAT MORE FRESHLY	87621704	9/25/2017	5448567	4/17/2018	Freshly, Inc.
EAT MORE FRESHLY	87601787	9/8/2017	5447751	4/17/2018	Freshly, Inc.
FRESHLY and Design	86761728	9/18/2015	4985409	6/21/2016	Freshly, Inc.
FRESHLY	86386516	9/5/2014	4753412	6/9/2015	Freshly Inc.
FRESHLY	87943979	5/31/2018	5909258	11/12/2019	Freshly Inc.
FRESHLY. DELICIOUSLY. HEALTHY.	86780915	10/7/2015	5281816	9/5/2017	Freshly, Inc.
FRESHLY FIT	86497311	1/7/2015	4794551	8/18/2015	Freshly, Inc.
FRESHLY FLEX	86496705	1/6/2015	4794504	8/18/2015	Freshly, Inc.
LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY	87621673	9/25/2017	5448566	4/17/2018	Freshly, Inc.
LIFE IS BETTER WHEN IT'S LIVED MORE FRESHLY	87601836	9/8/2017	5593302	10/30/2018	Freshly, Inc.

Cancelled Trademark Registrations

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner of Record
F3 FOODS	85942275	5/24/2013	4474311	1/28/2014	Freshly, Inc.