

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUPONT NUTRITION USA, INC.		05/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DDW GLOBAL HOLDINGS, LLC		
Street Address:	100 S. Spring Street		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40206		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4978544	BIOCOLOR	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	312-781-6013		
Email:	valerie.swanson@klgates.com, kate.starshak@klgates.com, citrademarks@klgates.com		
Correspondent Name:	Kate Starshak c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	1204197-21		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	03/03/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of May 8th, 2020 (the "Effective Date"), is by and between **DUPONT NUTRITION USA, INC.**, a Delaware corporation having its principal place of business at 974 Centre Road, Wilmington, Delaware 19805 ("Assignor"), and **DDW GLOBAL HOLDINGS, LLC**, a Kentucky limited liability company having its principal place of business at 100 S. Spring Street, Louisville, Kentucky 40206 ("Assignee"), (each a "Party" and collectively, the "Parties").

WHEREAS, Assignor owns the trademark applications and registrations set forth on Schedule A hereto (the foregoing, including all trademarks issuing from any trademark application, collectively, the "Assigned Trademarks"); and

WHEREAS, the Parties hereto agree that the Assignor contribute, transfer, assign and convey to the Assignee all of its rights, title and interest in and to the Assigned Trademarks and that the Assignee accept such contribution, transfer, assignment and conveyance of such Assigned Trademarks;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill, common law rights, rights of priority and renewals to the extent associated therewith and all rights and remedies against past, present and future infringement, dilution, misappropriation or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits and damages for any and all infringements, dilutions, misappropriations or other violations thereof, whether past, present or future, to the full end of the term or terms for which said trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment (the rights transferred under this Section 1 cumulatively, the "Assigned Rights").

2. Recordation; Further Assurances. Assignor and Assignee shall each take any and all additional actions as may be reasonably necessary to affect the transactions contemplated hereby, including Assignor's execution of individual assignment documentation prepared by Assignee at Assignee's expense for filing with the authorities of each individual country. In furtherance of the foregoing, Assignor agrees that with respect to the Assigned Trademarks it will enter into an assignment agreement suitable for filing with the authorities of each individual country (each a "Recordal Instrument"). The Parties agree that any Recordal Instrument shall give no greater rights or remedies in respect of the transaction completed in such Recordal Instrument than those provided for herein and Section 4 of this Assignment shall apply to any Recordal Instrument as if fully set forth therein. As between the Parties, the responsibility to file assignments with the national trademark offices of each country for the Assigned Trademarks shall be on the Assignee and the Assignee shall bear the cost of filing such assignments (unless, as of the Effective Date, the trademark registration or application is not properly recorded in the

name of the Assignor or an Affiliate of Assignor, in which case, at the request of Assignee, the Parties shall reasonably cooperate to make the necessary corrective filings and records of the documents that are available to them and shall split evenly any expenses in connection with the foregoing corrections and each Party shall provide any receipts and expense documentation to the other Party for the purposes of splitting such expenses).

3. Prosecution and Maintenance. For the avoidance of doubt but without limiting the obligations set forth in Section 2 hereof, as of and following the Effective Date, Assignor will have no responsibility to take any action to maintain any of the Assigned Trademarks or further prosecute or seek issuance of any trademark applications included in the Assigned Trademarks, including payment of fees, responses to any office action or other inquiries from agents of governmental entities or registrars, or otherwise.

4. No Claims. Except with respect to Section 2 of this Assignment, neither Party nor any of their respective affiliates or representatives will have, or be subject to, any liability or indemnification obligation under this Assignment to the other Party, any of its affiliate or representatives or any other entity or person resulting from, or in connection with, this Assignment or the transactions contemplated hereby. Except with respect to Section 2, each of the Parties hereby agrees (a) not to bring any claim or Action (as defined herein) under this Assignment against the other Party, its affiliates or representatives and (b) to cause its respective affiliates and representatives to comply with this Section 4. "Action" shall mean any claims, actions, suits, inquiries, proceedings or investigations by or before any governmental authority or arbitral tribunal.

5. Disclaimer of Representations and Warranties. ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED TRADEMARKS AND THE OTHER ASSIGNED RIGHTS, AS TO ANY CONSENT OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HERewith OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTEREST OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS AND OTHER ASSIGNED RIGHTS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS.

6. Successors and Assigns. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

7. Counterparts. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

8. Title Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Assignment.

9. Governing Law. This Assignment and any dispute arising out of, in connection with or relating to this Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

DuPont Nutrition USA, Inc.

By: [Signature]

Name: Gregory T. Luna

Title: Legal Representative

STATE OF DELAWARE

COUNTY OF NEW CASTLE

This instrument was executed before me on this 27 day of FEBRUARY, 2020 by GREGORY T. LUNA, the LEGAL REPRESENTATIVE of DuPont Nutrition USA, Inc., a Delaware corporation, on behalf of said company.



[Signature]
Notary Public

Name: MARY M. McATEER

My commission expires OCTOBER 5, 2021

Acknowledged and Accepted:

ASSIGNEE:

DDW Global Holdings, LLC

By: Theodore H. Nixon

Name: Theodore H. Nixon

Title: Chairman + CEO

STATE OF Kentucky

COUNTY OF Jefferson

This instrument was executed before me on this 8 day of May, 2020
by Theodore H. Nixon, the Chairman + CEO of DDW Global
Holdings, LLC, a Kentucky limited liability company, on behalf of said company.

Barbara A. Evans
Notary Public State at Large, KY

Name: Barbara A. Evans

My commission expires May 31, 2020



SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademark	Country	Filing Date	Filing No.	Registration Date	Registration No.
BIOCOLOR	USA	April 1, 2014	86238850	June 14, 2016	4978544