

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlaxoSmithKline Consumer Healthcare (UK) IP Limited		05/03/2021	Private Company Limited By Shares (prp. ltd.): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Unilever IP Holdings B.V.		
Street Address:	Weena 455		
City:	AL Rotterdam		
State/Country:	NETHERLANDS		
Postal Code:	3013		
Entity Type:	Company: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5792318	HORLICKS	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	2149783000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 N. Pearl St., Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	50742431		
NAME OF SUBMITTER:	Dyan M. House		
SIGNATURE:	/Dyan M. House/		
DATE SIGNED:	07/22/2021		
Total Attachments: 5			
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GLAXOSMITHKLINE CONSUMER HEALTHCARE (UK) IP LIMITED

and

Unilever IP Holdings B.V.

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

BETWEEN:

- (1) **GLAXOSMITHKLINE CONSUMER HEALTHCARE (UK) IP LIMITED** of 980 Great West Road, Brentford, Middlesex, TW8 9GS (registered in England No. 09237645) ("**Assignor**"); and
- (2) **Unilever IP Holdings B.V.**, a company incorporated in the Netherlands (registered number 81003897) whose registered office is at Weena 455, 3013 AL Rotterdam, the Netherlands ("**Assignee**").

RECITALS:

- (A) The Assignor is the owner of certain registered trade marks and/or the applicant of certain trade mark applications.
- (B) The Assignor has agreed to assign such trade mark rights to the Assignee in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. ASSIGNMENT

- 1.1 For nominal consideration of £1 inclusive of all taxes, the Assignor hereby transfers and assigns to the Assignee all of its right, title and interest in and to the registered trademarks set out in the schedule to this Agreement together with any common law rights and all the goodwill attaching thereto (the "**Trade Marks**"), and the Assignee hereby accepts such transfer and assignment, effective on 1 April 2020.
- 1.2 The assignment of the Trade Marks shall include the right for the Assignee to bring proceedings against any third party unconnected with the Assignor in relation to the Trade Marks, including the right to sue in respect of every act of infringement of the Trade Marks occurring prior to the date of this Agreement.

2. FURTHER ASSURANCE

The Assignor agrees at the request and cost of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Trade Marks.

3. GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

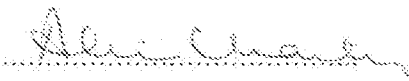
4. GENERAL

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement


but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

EXECUTED by the parties:

Signed for and on behalf of **GLAXOSMITHKLINE CONSUMER HEALTHCARE (UK) IP LIMITED:**

Signature: 
Name: Alicia Chantrey
Title: Authorised Attorney
Date: 3 Aug 2021

Signed for and on behalf of **Unilever IP Holdings B.V.:**

Signature: 
Name: Michelle Blunt
Title: Authorised Signatory, Partner
Date: 7 July 2021

SCHEDULE

Country	Mark Name	Class Description	App No.	App Date	Reg Date	Reg No.	Status	Renewal Due Date	Owners
United States of America	HORLICKS	29 - Maltsd milk powder	88137999	01 Oct 2018	02 Jul 2019	5792318	Registered	5th Year Declaration of Use Due 02 July 2025 Renewal Due 02 July 2029	GlaxoSmithKline Consumer Healthcare (UK) IP Limited

TRADEMARK

REEL: 007406 FRAME: 0837

RECORDED: 07/22/2021