# OP \$590.00 4722836

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM685253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Odwalla, Inc.		09/08/2021	Corporation:
The Coca-Cola Company		09/08/2021	Corporation:

# **RECEIVING PARTY DATA**

Name:	Full Sail IP Brandco 1, LLC
Street Address:	8 Wright Street, Suite 107
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	4722836	BANANA DUNK
Registration Number:	4722838	CHOCOLATE CHIP KICK
Registration Number:	4722837	STRAWBERRY SCORE
Registration Number:	2657680	SUPER PROTEIN
Registration Number:	1445489	ODWALLA
Registration Number:	1966203	MO' BETA
Registration Number:	2348760	ODWALLA
Registration Number:	1831511	ODWALLA
Registration Number:	2537464	NOURISHING FOOD BAR
Registration Number:	2183179	MANGO TANGO
Registration Number:	2857137	
Registration Number:	2209187	VANILLA AL'MONDO
Registration Number:	2637576	SUPER PROTEIN
Registration Number:	3110185	BERRIES GOMEGA
Registration Number:	2986555	SEPARATION IS NATURAL - SHAKE IT UP!
Registration Number:	3319780	BERRIES GOMEGA
Registration Number:	3251132	SUPER PROTEIN
Registration Number:	3796805	SEPARATION IS NATURAL - SHAKE IT UP!

TRADEMARK REEL: 007481 FRAME: 0362

900653725

Property Type	Number	Word Mark
Registration Number:	3811624	RED RHAPSODY
Registration Number:	5397744	HOTTER-MELON
Registration Number:	5493911	PASSIONITA MARGARITA
Registration Number:	5956455	SMOOBUCHA
Registration Number:	6120458	

### CORRESPONDENCE DATA

### 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.

Email: tm@sternekessler.com
Correspondent Name: Monica Riva Talley

Address Line 1: 1100 New York Avenue, N.W. Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Dana N. Justus
SIGNATURE:	/Dana N. Justus/
DATE SIGNED:	11/02/2021

### **Total Attachments: 18**

source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page1.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page2.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page3.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page4.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page5.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page6.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page7.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page8.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page9.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page10.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page11.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page12.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page13.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page14.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page15.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page16.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page17.tif source=Alaska - Odwalla Intellectual Property Assignment (Executed)#page18.tif

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "<u>IP Assignment</u>"), is dated and effective as of September 8, 2021, among **Full Sail IP Brandco 1, LLC**, a Delaware limited liability company ("<u>Assignee</u>"), **Odwalla, Inc.**, a California corporation (the "<u>Odwalla</u>"), **The Coca-Cola Company**, a Delaware Corporation ("<u>TCCC</u>" and collectively with Odwalla, the "<u>Assignor</u>"), and in the case of TCCC, only for the limited purposes set forth in the Purchase Agreement (as defined below) (collectively, the "<u>Parties</u>").

WHEREAS, Assignor wishes to sell to Assignee, and Assignee wishes to purchase from Assignor, all of Assignor's right, title, and interest in and to certain Intellectual Property and related rights, together with the goodwill connected with the use of and symbolized by such Intellectual Property; and

WHEREAS, subject to and under the terms of the Asset Purchase Agreement entered into by the Parties on September 8, 2021 (as amended, restated, supplemented, or otherwise modified from time to time) (the "Asset Purchase Agreement"), Assignor agrees to convey, transfer, deliver and assign to Assignee the Purchased Intellectual Property, and has agreed to execute and deliver this IP Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Capitalized Terms**. Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.
- 2. **Assignment**. Subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignor, on its behalf and on behalf of its subsidiaries, hereby irrevocably sells, conveys, transfers, delivers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's and its subsidiaries' right, title and interest in and to the Purchased Intellectual Property, including:
- (a) The Trademarks set forth in Schedule 1 hereto, together with the goodwill symbolized by any of the foregoing;
- (b) All common law rights in the Trademarks set forth in Schedule 1, and all copyrights embodied by the Trademarks set forth in Schedule 1;
- (c) Any and all internet domain name registrations and social media accounts identified and set forth in Schedule 2 hereto:
- (d) All claims and causes of action with respect to any of the foregoing, including the right to sue and collect damages, royalties, and payments for infringement or misappropriation of the Purchased Intellectual Property to the extent occurring after the Closing Date; and
- (e) All other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, treaty, or other international convention throughout the world.
- 3. **Purchase Price**. The aggregate purchase price for the Purchased Assets (including the Purchased IP) shall be comprised of the Purchase Price set forth in Section 3.1 of the Asset Purchase Agreement. If Assignee fails to make timely, full and proper payment of the Purchase Price, this IP

Assignment shall automatically and immediately terminate.

4. **Deliverables**. Upon execution of this Agreement, Assignor shall deliver to Assignee: a recordable assignment in the form of Exhibit A hereto (the "Recordable Assignment"), in the forms reasonably requested by Assignee, and duly executed by Assignor. Subject to the terms and conditions set forth herein, the Assignee may record the Recordable Assignment with the United States Patent and Trademark Office, and any other similar office in any applicable foreign jurisdiction, upon receipt of the executed Recordable Assignment.

### 5. Further Assurances; Recordation.

- (a) From the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.
- (b) Upon the request of Assignee, Assignor agrees to execute and deliver to Assignee such assignments and other documents, certificates, and instruments of conveyance reasonably necessary and suitable for filing with the registries and other recording governmental authorities in applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as reasonably necessary to record and perfect the assignment of the Assigned IP. For sake of clarity, nothing herein requires Assignor to file, submit or record any assignment, document, certificate or other instrument with any third-party, including, without limitation, any trademark commissioner, registry, governmental authority or office.
- (c) Any fee, expense, cost or payment incurred, paid, invoiced, accrued, charged, or required to be paid in connection with any filing or recording set forth in this Section or resulting from Assignee's request under this Section shall wholly and exclusively be at the expense of Assignee and Assignee shall pay the same.
- 6. **Terms of the Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, confidentiality provisions, and indemnities relating to the Purchased Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- Counterparts and Execution. This IP Assignment may be executed in two or more counterparts, all of which when taken together will be considered one and the same agreement and will become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by electronic mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 8. **Successors and Assigns**. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 9. **Amendment and Modification**. This IP Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 10. **Governing Law**. This IP Assignment will be governed by and construed in accordance with the laws of the state of Delaware, without reference to its conflicts of laws rules.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the day and year first above written.

ASSIGNEE:

By:

Full Sail IP Brandco 1, LLC

Name: Alan Kravetz

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

Classified - Confidential

### ASSIGNOR:

Odwalla, Inc.

Name: Marie Quintero-Johnson

Title: Corporate Vice President and Head of

Corporate Development

The Coca-Cola Company

Name: Marie Quintero-Johnson

Title: Corporate Vice President and Head of

Corporate Development

[Signature Page to Intellectual Property Assignment Agreement]

Classified – Confidential

Schedule 1

# Global Trademark Applications and Registrations

Classified – Confidential Schedule 1 | Page 1

Frademark Application 81073406 81073879 81073421 81073417 81073416 81073415 Ð BIRD Design (ODWALLA) **ODWALLA** ODWALLA MANGO TANGO DRINK IT & WHOLE THE BODY NOURISHING Mark Name Mark Image Odwalla, Inc. Odwalla, Inc. Odwalla, Inc. Odwalla, Inc. Odwalla, Inc. Odwalla, Inc. Owners Slogan Design Slogan Word - Block Word - Block Letters Word - Block Mark Type Registered Registered Registered Registered Registered Registered Status Canada Canada Canada Canada Canada Canada Country TMA469731 TMA573176 TMA699206 TMA455168 TMA476749 TMA501999 Registration Number 1997-01-27 2003-01-08 Registration 2007-10-23 1997-05-23 1996-03-15 1998-10-07 Date 2027-01-27 23 2026-03-2022-10-23 80 2027-05-2028-10-2033-01-Renewal Due Date 32 32 32 32 29,30,32 29,30,32 International Classes of oats, and containing nuts and rice; of oats, and containing nuts and rice.
30 - Coffee, tea, cocoa, sugar, rice, of fruits, and containing vegetable, oats 32 - Fruit and vegetable juices. 32 - Fruit and vegetable juices 32 - Fruit and vegetable juices. 32 - Fruit and vegetable juices. spring water; fruit-based drinks and juices; to eat food bars made primarily of mustard; vinegar, sauces (condiments); treacle; yeast, baking-powder; salt, pastry and confectionery, ices; honey, and rice; ready to eat food bars made 29 - Ready to eat food bars made primarily vegetable drinks and juices rice; ready to eat food bars made primarily vegetables, and containing fruits, oats and containing vegetable, oats and rice; ready bars made primarily of fruits, and based food beverages; ready to eat food (3) Vegetable based food beverages; soyvegetable drinks and juices based drinks and juices; fruit and based food beverages; spring water; fruit-(2) Vegetable-based food beverages; soy-(1) Ready to eat cereal derived food bars preparations made from cereals, bread tapioca, sago, artificial coffee; flour and rice; ready to eat food bars made primarily Class Description

Trademark Application ID								81100119							81118387								
Mark Name								SEPARATION IS NATURAL	UP!						NOURISHING	THE BODY	WIIOLL						
Mark ProM																							
Owners								Odwalla, Inc.							Odwalla, Inc.								
Mark Type								Slogan							Slogan								
Status								Registered							Registered								
Country								Canada							Canada								
Registration Number								TMA706290							TMA751289								
Registration Date								2008-02-01							2009-10-27								
Renewal Due Date								2023-02- 01							2024-10-	27							
International Classes								32,35							32,35								
Class Description  Class Description  primarily of vegetables, and containing fruits not and tires ready to par froot bars	primarily of vegetables, and containing fruits, oats and rice; ready to eat food bars made primarily of oats, and containing	nuts and rice.  30 - Ready to eat cereal derived food bars.	32 - Vegetable based food beverages; soy	alcoholic fruit and fruit based drinks; fruit	juices; vegetable drinks and juices; spring	water; non-alcoholic fruit and fruit-based	juices.	32 - Non-alcoholic fruit drinks; fruit juice; non-alcoholic fruit flavoured beverages;	preparation of nonalcoholic beverages. 35 - Advertising services, promotional	services and marketing services, namely: market analysis and research, retail store-	based advertising programs, retail store	programs, product sample distribution	related to the distribution and sale of	nonalcoholic fruit drinks, fruit juice, non-	32 - Non-alcoholic fruit drinks; fruit juice;	non-alcoholic fruit flavoured beverages;	preparation of nonalcoholic beverages.	35 - Advertising services, promotional	services and marketing services, namely: market analysis and research, retail store-	based advertising programs, retail store	and special event-based product sampling	programs and coupon programs, all	related to the distribution and sale of

Application	MATERIAL MAT	Report Constant	2	NAME OF TAXABLE	Carany	7	Registration	Registration	Renewal	International	Char Paradistin
											nonalcoholic fruit drinks, fruit juice, non-
											alcoholic fruit flavoured beverages.
81140592	BERRIES		Odwalla, Inc.	Word - Block	Registered	Canada	TMA769247	2010-06-09	-90-5202	32,35	32 - Non-alcoholic fruit drinks; fruit juice;
	GOMEGA			Letters					09		non-alcoholic fruit flavoured beverages;
											syrups and concentrates used in the
											preparation of nonalcoholic beverages.
											35 - Advertising services, promotional
											services and marketing services, namely:
											market analysis and research, retail store-
											based advertising programs, retail store
											and special event-based product sampling
											programs, product sample distribution
											programs and coupon programs, all
											related to the distribution and sale of
											nonalcoholic fruit drinks, fruit juice, non-
											alcoholic fruit flavoured beverages.
81186773	RED RHAPSODY		Odwalla, Inc.	Word - Block	Registered	Canada	TMA779574	2010-10-12	2025-10-	29,32,35	29 - Ready to eat food bars made primarily
				Letters					12		of fruits and containing vegetables, oats
											and rice; ready to eat food bars made
											primarily of vegetables and containing
											fruits, oats and rice; ready to eat food bars
											made primarily of soy products and
											containing fruit and oats; Ready to eat
											food bars made primarily of oats and
											containing nuts and rice
											32 - Spring water; non-alcoholic fruit
											based drinks and juices; nonalcoholic fruit
											and vegetable drinks and juices.
											35 - Advertising services, promotional
											services and marketing services, namely:
											marketing analysis and research, retail
											store based advertising programs (namely:
											preparing and placing in-store
											advertisement for others), retail store and
											special event based product sampling
											programs, product sample distribution
											programs and coupon programs, all
											related to the distribution and sale of

							_													_											_	
	81073433					81348214													81193323												₽	Application
	ODWALLA			(2019)	(ODWALLA)	Bird Design											Design	LIFEFOOD Label	ODWALLA												Mark Name	
						d Yu									2003437																Mark Image	
	Odwalla, Inc.					Odwalla, Inc.													Odwalla, Inc.												Owners	
Letters	Word - Block					Design												Design	Word &												Mark Type	
	Registered					Application													Registered												Status	
Union	European					Canada													Canada												Country	
	541565					2024522													TMA843392												Number	Registration
	1998-09-28																		2013-02-15												Date	Registration
03	2026-04-																	15	2028-02-												Due Date	Renewal
	25,29,30,32					32													30,32,35												Classes	International
diapers of textile; babies' napkins of textile; boot uppers; cap peaks; dress shields; fittings of metal for shoes and boots; footwear uppers; hat frames [skeletons]; heel pieces for stockings;	25 - Clothing, footwear, headgear; babies'	beverages, vegetable juices, vegetable- fruit juices and smoothiess	extracts used in the preparation of	containing fruit juices, non-alcoholic fruit	based beverages, non-alcoholic beverages	32 - Fruit drinks and fruit juices, fruit-	business administration; office functions.	35 - Advertising; business management;	preparations for making beverages.	and fruit juices; syrups and other	and other non-alcoholic drinks; fruit drinks	32 - Beers; mineral and aerated waters	spices; ice.	mustard; vinegar, sauces (condiments);	treacle; yeast, baking-powder; salt,	pastry and confectionery, ices; honey,	preparations made from cereals, bread,	tapioca, sago, artificial coffee; flour and	30 - Coffee, tea, cocoa, sugar, rice,	and vegetable drinks and juices.	based drinks and juices, non-alcoholic fruit	and rice, spring water, non-alcoholic fruit	made primarily of oats and containing nuts	fruit and oats, ready to eat food bars	primarily of soy products and containing	and rice, ready to eat food bars made	of vegetables and containing fruits, oats	rice, ready to eat food bars made primarily	fruits and containing vegetables, oats and	ready to eat food bars made primarily of	Class Description	

	81073216 ODW	81073662 ODW	81073967 ODW																															これで こくなくまる
	ODWALLA BAR!	ODWALLA	ODWALLA																														Mark Name	
																																	Mark Image	
	Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.																														Owners	
Letters	Word - Block	Word - Block Letters	Word - Block Letters																														Mark Type	
	Registered	Registered	Registered																														Status	
	Japan 4	Germany 2 (Federal Republic of) 2	France																														Country	
	4643311	2100246	93 491223																														Number	
	2003-02-07	1996-05-23	1993-11-08																														Date	
07	23-02-	2023-08- 31	2023-11- 07																														100000	
	29	32	32																														Classes	の のかの一番を を一覧の
mainly comprising of organic rolled oats, dried cranberries, rice syrup, grape juice	29 - Processed foods in the form of bars,	32 - Fruit and vegetable drinks and juices.	32 - Fruit juices and vegetable juices (drinks)	making	drinks; syrups and other preparations for	aerated waters and other nonalcoholic	32 - Beer, ale and porter; mineral and	vinegar, sauces, spices; ice.	baking-powder; salt, mustard; pepper,	confectionery, ices; honey, treacle; yeast,	bread, biscuits, cakes, pastry and	and preparations made from cereals;	tapioca, sago, coffee substitutes; flour,	30 - Coffee, tea, cocoa, sugar, rice,	vegetable juices for use in cooking.	and fats, preserves, pickles; fruit juices and	milk and other dairy products; edible oils	fruits and vegetables; jellies, jams; eggs,	extracts; preserved, dried and cooked	29 - Meat, fish, poultry and game; meat	welts for shoes.	welts for boots; welts for boots and shoes;	tips for footwear; visors [hatmaking];	footwear; studs for football boots [shoes];	clothing]; shirt fronts; shirt yokes; soles for	clothing; ready-made linings [parts of	nonslipping devices for shoes; pockets for	non-slipping devices for boots and shoes;	for shoes; non slipping devices for boots;	soles; iron fittings for boots; iron fittings	heelpieces for stockings; heels; inner	and shoes; heelpieces for shoes;	Class Description	-

810/3410	81073317	81073241		81084497	81073424	81073423		Application ID
ODWALLA	ODWALLA	ODWALLA	ODWALLA	ODWALLA	ODWALLA	ODWALLA		Mark Name
								Mark Image
Odwalia, Inc.	Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.		Owners
Word - Block Letters	Word - Block Letters	Word - Block Letters	Word - Block Letters	Word - Block Letters	Word - Block Letters	Word - Block Letters		Mark Type
Registered	Registered	Registered	Registered	Registered	Registered	Registered		Status
laiwan	Taiwan	Taiwan	Singapore	Mexico	Korea, Republic of (KR)	Korea, Republic of (KR)		Country
956831	985387	1005717	T9307591D	875572	303413	301859		Registration Number
16	2002-02-	2002-07-	1993-09-27	2005-04-12	1994-12-06	1994-11-11		Registration Date
15	2022-02-	2022-06- 30	2023-09- 27	2024-08-	2024-12- 06	2024-11- 11		Renewal Due Date
30	18		32	32	2	30, 32		International Classes
30 - Ready to eat food bars made primarily of oats and containing nuts and rice, ready to eat food bars made primarily of oats and containing fruit	18 - Handbags for sports, textile shopping bags, beach bags and duffle bags.	32 - Mineral water, fruit based drinks and juices, vegetable based drinks and juices	32 - Fruit and vegetable juices; tomato juice [beverages]; nonalcoholic fruit extracts; non-alcoholic fruit juice beverages; all included in Class 32.	32 - Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.	2 - Vegetable juices	30 - Ice. 32 Lemonade, fruit liquid, rice nectar, ginger ale, apple juice, pineapple juice, tomato juice, fruit synp, mandarin orange juice, lemon juice, orange juice, grape juice, mineral water, artificial mineral water.	concentrate, prunes, dates, brown crisp rice, dried unsulfured pears, brown rice protein, figs, corn meal, oat bran, vegetable glycerin, orange zest, soy nuts, calcium carbonate, Vitamin C, lemon zest, soy lecithin, natural vanilla flavor, natural tangerine flavor, Vitamin E tocopherol, baking soda, green tea extract, rose hips, lemon bioflavinoids, and folic acid.	Class Description

Trademark Application ID		81073429	81073431	81074080	81357470
Mark Name		ODWALLA	ODWALLA	ODWALLA	ODWALLA
Markimage					
Owners		Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.
Mark Type		Word - Block Letters	Word - Block Letters	Word - Block Letters	Word - Block Letters
Status		Registered	Registered	Registered	Registered
Country		Taiwan	Taiwan	United Kingdom	Kingdom
Registration Number		1012115	990727	1545300	UK009005415
Registration Date		2002-08- 16	2002-03- 16	1994-06- 17	1998-09- 28
Renewal Due Date		2022-08- 15	2022-03- 15	2030-08- 18	03
International Classes		29	25	32	25,29,30,32
Class Description	and rice, frozen fruit juice bars.	29 - Soy milks, soy milks containing rice and oats, soy milks containing almonds and oats, soy milks containing fruits and oats, vegetable soups.	25 - Clothing, namely long and short sleeve T-shirts, headgear, underwear, and jackets.	32 - Fruit and vegetable juices,	25 - Clothing, footwear, headgear, babies' diapers of textile; babies' napkins of textile; boot uppers; cap peaks; dress shields; fittings of metal for shoes and boots; footwear uppers; hat frames [skeletons]; heel pieces for stockings; heelpieces for boots; hat frames [skeletons]; heelpieces for stockings; heelpieces for boots; iron fittings for boots; iron fittings for boots; iron fittings for boots; iron fittings for stockings; heels; inner soles; iron fittings for soots; non-slipping devices for boots; non-slipping devices for shoes; pockets for clothing; ready-made linings [parts of clothing]; shirt fronts; shirt yokes; soles for footwear; studs for football boots [shoes]; tips for footwear, visors [hatmaking]; welts for boots; welts for boots and shoes; welts for shoes.  29 - Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies,

81073385	81071357	81071300	81071108		Application ID
					pplication ID
ODWALLA	MO'BETA	ODWALLA (Stylized) (1985	SUPER PROTEIN		Mark Name
		odwalla			Mark Image
Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.	Odwalla, Inc.		Owners
Word - Block Letters	Word - Block Letters	Word – Stylised Letters	Word - Block Letters		Mark Type
Registered	Registered	Registered	Registered		Status
United States of America	United States of America	United States of America	United States of America		Country
2348760	1966203	1445489	2657680		Registration Number
2000-05- 09	1996-04- 09	1987-06- 30	2002-12-		Registration Date
2030-05- 09	2026-04- 09	2027-06- 30	2022-12-		Renewal Due Date
29,30,32	32	32	32		international Classes
29 - Vegetable based beverages, soy based food beverages; ready to eat food bars made primarily of fruits, and containing vegetable, oats and rice; ready to eat food bars made primarily of vegetables, and containing fruits, oats and rice.  30 - Ready to eat food bars made primarily of oats, and containing nuts and rice.  32 - Spring water, fruit based drinks	32 - Fruit and vegetable juices.	32 - Fruit and vegetable juices	32 - Fruit based juices and drinks.	jams; eggs, milk and other dairy products; edible oils and fats, preserves, pickles; fruit juices and vegetable juices for use in cooking. 30 - Coffee, tea, cocoa, sugar, rice, tapicca, sago, coffee substitutes; flour, and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast, baking-powder, salt, mustard; pepper, vinegar, sauces, spices, ice. 32 - Beer, ale and porter, mineral and aerated waters and other preparations for making beverages; fruit juices; vegetable juices.	Class Description

Trademark Application ID 81083562 81073864 81082400 81073959 81073521 81073482 81073386 Bottle Design (2D) ODWALLA MANGO TANGO NOURISHING GOMEGA BERRIES SUPER PROTEIN AL'MONDO VANILLA FOOD BAR ODWALLA Mark Name [E] Mark Image Odwalla, Inc. Owners Word -Slogan Block Letters Word -Block Word -Word -Block Bottle Letters Block Letters Word -Block Letters Mark Type Registered Registered Registered Registered Registered Registered Registered Status United States of States of America United United United United United United America States of America States of America America States of America States of America States of Country 2857137 2183179 3110185 2637576 2209187 2537464 1831511 Registration Number 2002-02-05 2004-06-29 2006-06-27 2002-10-15 1998-12-08 1998-08-25 1994-04-19 Registration Date 2022-02-05 2026-06-27 2022-10-15 2024-06-29 2028-08-25 2024-04-19 2028-12-08 Renewal Due Date 29,32 32 32 30 29,30 International 29 29 Classes vegetable juices and drinks. and juices; vegetable drinks and juices primarily of oats and ground flax and primarily of soy products and containing fruits and oats 29 - Vegetable based food beverage containing grains and nuts. substitute.
32 - Fruit based juices and drinks; based beverage used as a milk 32 - Fruit juices primarily of oats and containing nuts products and containing fruits and oats primarily of fruits and containing vegetables, oats and rice, ready to eat food bars made primarily of soy 32 - Fruit and vegetable juices. containing fruit 30 - Ready to eat food bars made 29 - Ready to eat food bars made and rice in class. 29 - Soy-based food beverages, soy-30 - Ready to eat food bars made 29 - Ready to eat food bars made Class Description

Trademark Application 81323642 81315654 81305506 81168275 81152458 81091286 81086252 81083705 Ð PASSIONITA MARGARITA HOTTER-MELON **SMOOBUCHA** RED RHAPSODY IS NATURAL SEPARATION SUPER PROTEIN GOMEGA BERRIES SHAKE IT UP! IS NATURAL SEPARATION SHAKE IT UP! Mark Name Mark Image Odwalla, Inc. Owners Block Word -Word -Block Block Word -Block Word Slogan Block Word -Block Word -Slogan Letters Letters Letters Mark Type Registered Registered Registered Registered Registered Registered Registered Registered Status United United United United United United America United America States of America States of America States of America States of United America States of America States of America States of States of Country 5397744 3319780 5956455 5493911 3811624 3796805 3251132 2986555 Registration Number 2020-01-07 2018-02-06 2010-06-01 2018-06-12 2010-06-29 2007-10-23 2005-08-16 2007-06-12 Registration Date 2030-01-07 2028-02-06 2030-06-29 2030-06-01 2028-06-12 2027-10-23 2027-06-12 2025-08-16 Due Date Retiewal 30,32 32 32 32 32 32 32 29 International Classes alcoholic beverages; Kombucha 32 - Non-alcoholic beverages, namely, blended fruit and vegetable juices 29 - Soymilk drinks 32 - A fruit juice beverage containing omega 3 fatty acids. Non-alcoholic beverages containing 30 - Kombucha tea-based non-32 - Fruit drinks and fruit juices; fruit containing fruit juices, non-alcoholic milk substitutes fruit drinks and fruit juices beverages; Fruit-flavored beverages; 32 - Fruit beverages; Fruit-based flavoring teabased beverages with fruit beverages containing fruit juices juice concentrates; nonalcoholic fruit juices and smoothies beverages, vegetable juices, vegetablebeverages, non- alcoholic fruit juice fruit extracts used in the preparation of beverages, non-alcoholic beverages fruit drinks and fruit juices, fruitbased 32 - Prepared entrees consisting of 32 - Soy-based beverages not being 32 - Non-alcoholic beverages, namely fruit juices; Nonalcoholic beverages Class Description

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Prepare (s and fi rages, r rages, r sining fi icts user rages, n rages, v juices a	with kombu alcoholic fr Smoothies	
32 - Prepared entrees con drinks and fruit juices, frui beverages, non-alcoholic locontaining fruit juices, non extracts used in the prepa beverages, non-alcoholic locorages, vegetable juice fruit juices and smoothies	ucha te ruit juic	Class E
32 - Prepared entrees consisting of fruit drinks and fruit juices, fruitbased beverages, non-alcoholic beverages containing fruit juices, non-alcoholic fruit extracts used in the preparation of beverages, non-alcoholic fruit juice beverages, vegetable juices, vegetable-fruit juices and smoothies	with kombucha tea flavor; Non- alcoholic fruit juice beverages; Smoothies	Class Description
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of fruit es es ilic fruit f e e able-	7	

# **Schedule 2**

# **Domain Names**

Domain Name
Odwalla.com
Odwalla.ca
Odwalla.app
Odwalla.asia
Odwalla.mx

# **Social Media**

<u>Platform</u>
Facebook
Twitter
LinkedIn

Classified – Confidential Schedule 2 | Page 1

**RECORDED: 11/02/2021**