

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693891

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conopco, Inc.		10/01/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Unilever Tea MSO USA LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>Internal Address:</b>	Corporation Trust Center		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0826202	LIPTON	
<b>Registration Number:</b>	0505985	LIPTON	
<b>Registration Number:</b>	2090705	LIPTON	
<b>Registration Number:</b>	2088996	LIPTON	
<b>Registration Number:</b>	2832416	LIPTON	
<b>Registration Number:</b>	2116903	LIPTON	
<b>Serial Number:</b>	88813765	LIPTON	
<b>Registration Number:</b>	4549146	LIPTON	
<b>Registration Number:</b>	4965582	IRRESISTIBLE LADY LIPTON	
<b>Registration Number:</b>	4965584	LIPTON STIRRING	
<b>Registration Number:</b>	4965583	LIPTON DARING	
<b>Serial Number:</b>	90006924	TAZO	
<b>Registration Number:</b>	2530823		
<b>Registration Number:</b>	2533093		
<b>Registration Number:</b>	2036503	TAZO	
<b>Registration Number:</b>	2281225	TAZO	
<b>Registration Number:</b>	6108112	TAZO	
<b>Registration Number:</b>	3884425	TAZO	

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Property Type	Number	Word Mark
Registration Number:	3336132	TAZO
Registration Number:	2036502	TAZO
Registration Number:	4074259	TAZO
Registration Number:	2043900	TAZOBERRY
Registration Number:	3478570	VIVE MEJOR
Serial Number:	87799602	LIVE ALIVE
Registration Number:	4965581	AMAZINGLY GREY
Registration Number:	5205742	FESTIVITEAS
Registration Number:	5287276	MAGNIFICENT MATCHA
Registration Number:	5307009	TEA HOUSE COLLECTION
Registration Number:	5962982	ZEN
Registration Number:	6048349	TURMERIC BLISS
Registration Number:	0647936	
Registration Number:	4262857	AWAKE
Registration Number:	3464407	BERRYBLOSSOM WHITE
Registration Number:	4522796	BLUSH BERRY BLACK
Registration Number:	4959762	BLUSHBERRY BLACK
Registration Number:	4524337	BRAMBLEBERRY
Registration Number:	2063452	PASSION

**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:** dallastrademarks@bakermckenzie.com

**Correspondent Name:** Dyan M. House

**Address Line 1:** 1900 N Pearl St.

**Address Line 2:** Suite 1500

**Address Line 4:** Dallas, TEXAS 75201

<b>NAME OF SUBMITTER:</b>	Dyan M. House
<b>SIGNATURE:</b>	/Dyan M. House/
<b>DATE SIGNED:</b>	12/10/2021

**Total Attachments: 13**

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USA Trade Mark Assignment Deed (Conopco, Inc.)

Effective 1 October 2021

CONOPCO, INC.

and

UNILEVER TEA MSO USA LLC

Ref: L-296159

**TRADEMARK**  
**REEL: 007525 FRAME: 0467**

## USA Trade Mark Assignment Deed (Conopco, Inc.)

This Deed (“Deed”) is made on 1 October 2021 **between:**

- (1) **CONOPCO, INC.**, a New York corporation with its principal office at 700 Sylvan Avenue, Englewood Cliffs, NJ 07632, United States of America, which expression where the context so admits shall include its successors and assigns (“**Assignor**”); and
- (1) **UNILEVER TEA MSO USA LLC**, a limited liability company incorporated in Delaware, United States, with registered number 5177046 and whose registered office is at 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, United States, which expression where the context so admits shall include its successors and assigns (“**Assignee**”),

each, a “**Party**”, and together, the “**Parties**”.

### Whereas:

- (A) Assignor has agreed to transfer certain registered trade marks, and applications therefor, to Assignee on the terms of this Deed.
- (B) Assignee is the successor to the ongoing and existing business of Assignor to which the assigned trade marks pertain.

It is agreed as follows:

## 1 Definitions and interpretation

In this Deed, unless the context otherwise requires, the provisions in this Clause 1 apply.

### 1.1 Definitions

“**Effective Date**” means 1 October 2021; and

“**Trade Marks**” means the registered trade marks and applications for registered trade marks set out in the Schedule.

### 1.2 Interpretation

In this Deed, unless otherwise specified:

#### 1.2.1 Clauses, Headings and Schedules

References to this Deed shall include any Schedules to it and references to Clauses and Schedules are to Clauses of, and Schedules to, this Deed. Headings shall be ignored in construing this Deed.

#### 1.2.2 References to persons and companies

References to:

- (i) a person shall include any individual, company, partnership or unincorporated association (whether or not having separate legal personality); and
- (ii) a company shall include any company, corporation or any body corporate, wherever incorporated.

### **1.2.3 References to English legal terms or concepts**

References to:

- (i) any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction; and
- (ii) a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time.

### **1.2.4 Singular, plural, gender**

References to one gender include all genders and references to the singular include the plural and vice versa.

### **1.2.5 Non-limiting effect of words**

The words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

## **2 Assignment**

On and subject to the terms of this Deed, and with effect from the Effective Date, Assignor hereby assigns to Assignee, for good and valuable consideration:

- 2.1** all of its right, title and interest in and to the Trade Marks and all of the goodwill attaching to and represented by the Trade Marks, but no other goodwill;
- 2.2** the entitlement to any registrations granted pursuant to any of the applications comprised within the Trade Marks; and
- 2.3** all rights of action arising or accrued relating to the Trade Marks, including the right to take and defend proceedings for infringement of the Trade Marks and other causes of action arising from ownership of any of the Trade Marks, and all rights to seek, recover and retain damages and an account of profits and all other remedies for all past, current and future infringements or misuse of the Trade Marks.

## **3 Exclusion of Warranties**

Assignor excludes all warranties (express or implied) in relation to the Trade Marks.

## **4 General**

### **4.1 Further Assurance**

Without prejudice to any restriction or limitation on the extent of any Party's obligations under this Deed, each of the Parties (including, for the avoidance of doubt, any successors and assigns) shall at the Assignee's cost, from time to time, so far as each is reasonably able, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the Party concerned as they consider necessary to transfer the Trade Marks to Assignee or otherwise to give Assignee the full benefit of this Deed, including the Assignor, at the Assignee's cost, doing all such acts and/or executing all such documents as necessary for the Assignee to record the Assignee on relevant registers of Intellectual Property Rights as the proprietor of the Trade Marks.

#### **4.2 Third Party Rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of, or enjoy any benefit under, this Deed.

#### **4.3 Assignability**

Neither Party may, without the prior written consent of the other Party, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Deed.

#### **4.4 Counterparts**

This Deed may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.

#### **4.5 Amendment**

No amendment of this Deed (or of any of the documents referred to in this Deed) shall be valid unless it is in writing and executed by or on behalf of each of the Parties to it.

#### **4.6 Invalidity**

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to so delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall (subject to any deletion or modification made under the first sentence of this Clause 4.6) not be affected.

#### **4.7 Whole Agreement**

This Deed contains the whole agreement between the Parties relating to the subject matter of this Deed at the Effective Date to the exclusion of any terms implied by law which may be excluded by contract and supersede any previous written or oral agreement between the Parties in relation to the matters dealt with in this Deed and such other documents.

#### **4.8 Transfer Taxes**

Assignee shall bear the cost of all stamp taxes, any notarial fees and all registration and transfer taxes and duties or their equivalents where such fees, taxes and duties are payable as a result of the transfer, in accordance with this Deed, of the rights, title and interest in and to the Trade Marks and applications therefor (and all goodwill attaching thereto). Assignee shall arrange the payment of such taxes, fees and duties, including fulfilling any administrative or reporting obligation imposed in connection with such payment.

### **5 Law and Jurisdiction**

- 5.1** This Deed and any non-contractual obligations arising out of or in connection with this Deed, shall be governed by and construed in accordance with English law.

**5.2** Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed, and that accordingly any proceedings arising out of or in connection with this Deed shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such courts on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

**6 Service of Process**

**6.1** Assignor hereby irrevocably appoints Unilever PLC of 100 Victoria Embankment, London EC4Y 0DY as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by Assignor. Assignor shall inform Assignee in writing of any change of address of such process agent within 14 days of such change. If such process agent ceases to be able to act as such or to have an address in England, Assignor irrevocably agrees to appoint a new process agent in England acceptable to Assignee and to deliver to Assignee within 14 days a copy of a written acceptance of appointment by the process agent.

**6.2** Assignee hereby irrevocably appoints ekaterra Research and Development UK Limited of Colworth Park, Sharnbrook, Bedford, MK44 1LQ (for the attention of Zbigniew Lewicki) as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by Assignee. Assignee shall inform Assignor in writing of any change of address of such process agent within 14 days of such change. If such process agent ceases to be able to act as such or to have an address in England, Assignee irrevocably agrees to appoint a new process agent in England acceptable to Assignor and to deliver to Assignor within 14 days a copy of a written acceptance of appointment by the process agent.

*[Signature page follows]*



In **witness** whereof this Deed has been duly executed as a deed and delivered on the date stated at the beginning.

SIGNED by

ROBERT LEEK

on behalf of **CONOPCO, INC.** and  
thereby executed by it as a DEED

DocuSigned by:



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.....  
Signature

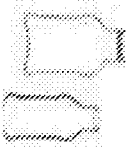


SIGNED by  
BASTIAAN HAKS  
on behalf of **UNILEVER TEA MSO  
USA LLC** and thereby executed by it  
as a DEED







DocuSigned by:  
*Bastiaan Haks*  
D:09E8C93EE57710.....  
Signature



**Schedule  
Trade Marks**

No.	Country	Mark	Classes)	Registered Owner	Status	Application / Registration Number	Registration Date
1	United States of America	LIPTON	30	Conopoco, Inc.	Registered	826202	21-Mar-67
2	United States of America	LIPTON	29, 30	Conopoco, Inc.	Registered	505985	25-Jan-49
3	United States of America	LIPTON (STYLISED) (LABEL) 	30	Conopoco, Inc.	Registered	2090705	26-Aug-97
4	United States of America	LIPTON (STYLISED) (LABEL) 	30	Conopoco, Inc.	Registered	2088996	19-Aug-97
5	United States of America	LIPTON (STYLISED) & DESIGN 	29	Conopoco, Inc.	Registered	2832416	13-Apr-04
6	United States of America	LIPTON (STYLISED) & DESIGN 	29, 30	Conopoco, Inc.	Registered	2116903	25-Nov-97
7	United States of America	LIPTON (STYLISED) & DEVICE	21, 30	Conopoco, Inc.	Pending	88813765	

No.	Country	Mark	Class(es)	Registered Owner	Status	Application / Registration Number	Registration Date
							
8	United States of America	LIPTON (STYLISED) & NEW OPTIMUM DEVICE 	30	Conopoco, Inc.	Registered	4549146	10-Jun-14
9	United States of America	IRRESISTIBLE LADY LIPTON	30	Conopoco, Inc.	Registered	4965582	24-May-16
10	United States of America	LIPTON STIRRING	30	Conopoco, Inc.	Registered	4965584	24-May-16
11	United States of America	LIPTON DARING	30	Conopoco, Inc.	Registered	4965583	24-May-16
12	United States of America	TAZO	29, 32	Conopoco, Inc.	Pending	90006924	
13	United States of America	BOTTLE DESIGN (TAZO)	30	Conopoco, Inc.	Registered	2530823	15-Jan-02

No.	Country	Mark	Class(es)	Registered Owner	Status	Application / Registration Number	Registration Date
							
14	United States of America	BOTTLE DESIGN (TAZO)	32	Conopoco, Inc.	Registered	2533093	22-Jan-02
							
							
16	United States of America	TAZO	30	Conopoco, Inc.	Registered	2036503	11-Feb-97
17	United States of America	TAZO	32	Conopoco, Inc.	Registered	2281225	28-Sep-99
18	United States of America	TAZO	30, 35	Conopoco, Inc.	Registered	6108112	21-Jul-20
19	United States of America	TAZO	30, 32	Conopoco, Inc.	Registered	3884425	30-Nov-10
20	United States of America	TAZO (STYLISTED) & DESIGN	30	Conopoco, Inc.	Registered	3336132	13-Nov-07

No.	Country	Mark	Class(es)	Registered Owner	Status	Application / Registration Number	Registration Date
							
21	United States of America	TAZO (White Brick Design) 	30	Conopoco, Inc.	Registered	2036502	11-Feb-97
22	United States of America	TAZO and Bottle Design	30, 32	Conopoco, Inc.	Registered	4074259	20-Dec-11
23	United States of America	TAZOBERRY	30	Conopoco, Inc.	Registered	2043900	11-Mar-97
24	United States of America	VIVE MEJOR <small>VIVE MEJOR</small>	43, 44	Conopoco, Inc.	Registered	3478570	05-Aug-08
25	United States of America	LIVE ALIVE	30, 32	Conopoco, Inc.	Pending	87799602	
							
27	United States of America	AMAZINGLY GREY	30	Conopoco, Inc.	Registered	4965581	24-May-16

No.	Country	Mark	Class(es)	Registered Owner	Status	Application / Registration Number	Registration Date
28	United States of America	FESTIVITEAS	30	Conopoco, Inc.	Registered	5205742	16-May-17
29	United States of America	MAGNIFICENT MATCHA	30	Conopoco, Inc.	Registered	5287276	12-Sep-17
30	United States of America	TEA HOUSE COLLECTION (STYLISED) & DESIGN	30	Conopoco, Inc.	Registered	5307009	10-Oct-17
							
							
32	United States of America	ZEN	30	Conopoco, Inc.	Registered	5962982	14-Jan-20
33	United States of America	TURMERIC BLISS	30	Conopoco, Inc.	Registered	6048349	05-May-20
34	United States of America	BREW/THE UNEXPECTED	30	Conopoco, Inc.	Registered	88054245	07-Sep-21
35	United States of America	AWAKE	30	Conopoco, Inc.	Registered	4262857	25-Dec-12

No.	Country	Mark	Class(es)	Registered Owner	Status	Application / Registration Number	Registration Date
36	United States of America	BERRYBLOSSOM WHITE	30	Conopoco, Inc.	Registered	3464407	08-Jul-08
37	United States of America	BLUSH BERRY BLACK	30	Conopoco, Inc.	Registered	4522796	29-Apr-14
38	United States of America	BLUSHBERRY BLACK	30	Conopoco, Inc.	Registered	4959762	17-May-16
39	United States of America	BRAMBLEBERRY	30	Conopoco, Inc.	Registered	4524337	06-May-14
40	United States of America	PASSION	30	Conopoco, Inc.	Registered	2063452	20-May-97