

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conopco, Inc.		12/15/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Unilever Tea MSO USA LLC		
Street Address:	1209 Orange Street, Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90688837	STOP CHUGGIN, START SIPPIN	
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>			
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		
ATTORNEY DOCKET NUMBER:	50703316		
NAME OF SUBMITTER:	Dyan M. House		
SIGNATURE:	/Dyan M. House/		
DATE SIGNED:	01/12/2022		
Total Attachments: 19			
source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page1.tif			
source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page2.tif			
source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page3.tif			

CH \$40.00 90688837

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page4.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page5.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page6.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page7.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page8.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page9.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page10.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page11.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page12.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page13.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page14.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page15.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page16.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page17.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page18.tif

source=Puccini - Trade Mark Assignment (LTA)_USA (Conopco)_Deed of Amendment and Restatement_EXECUTED VERSION#page19.tif

Linklaters

Deed of Amendment and Restatement

Relating to a USA Trade Mark Assignment Deed effective 1 October 2021

Effective 1 October 2021

CONOPCO, INC.

and

UNILEVER TEA MSO USA LLC

Ref: L-296159

TRADEMARK
REEL: 007557 FRAME: 0863

This Deed (the "**Deed**") is made on 15 December 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
- (2) **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 and Assignee entered into the USA Trade Mark Assignment Deed on 1 October 2021, effective on 1 October 2021.
- (B) Schedule 2 to the USA Trade Mark Assignment Deed did not include a trade mark application which Assignor intended to assign to Assignee.
- (C) Assignor and Assignee now wish to amend and restate the Design Rights and Patent Assignment Deed on the terms of this Deed to add such trade mark application.

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 Incorporation of defined terms

Unless otherwise stated, terms defined in the USA Trade Mark Assignment Deed shall have the same meaning in this Deed.

1.2 Other definitions

"**Effective Date**" means 1 October 2021; and

"**USA Trade Mark Assignment Deed**" means the trade mark assignment deed between Assignor and Assignee dated 1 October 2021 and effective as of 1 October 2021.

1.3 Interpretation

1.3.1 The principles of interpretation set out in clause 1.2 the USA Trade Mark Assignment Deed shall have effect as if set out in this Deed.

1.3.2 References to this Deed include its Schedule.

2 Amendment

2.1 With effect from the Effective Date, the USA Trade Mark Assignment Deed shall be amended and restated in the form set out in the Schedule to this Deed.

2.2 Such amendment and restatement shall not affect a Party's accrued rights and obligations pursuant to the USA Trade Mark Assignment Deed at the date upon which the amendment takes effect.

3 Miscellaneous

3.1 Incorporation of terms

The provisions of Clauses 6, 7 and 8 of the USA Trade Mark Assignment Deed shall apply to this Deed as if set out in full in this Deed.

3.2 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. A party may enter into this Deed by executing any such counterpart.

4 Governing law and submission to jurisdiction

4.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law and all the Parties irrevocably agree that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed.

4.2 Each Party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

In witness whereof this Deed has been duly executed as a deed and delivered on 15 December 2021.

SIGNED by Joe Sullivan

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

DocuSigned by:

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

Signature

Schedule

Linklaters

USA Trade Mark Assignment Deed (Conopco, Inc.)

Effective 1 October 2021

CONOPCO, INC.

and

UNILEVER TEA MSO USA LLC

Ref: L-296159

USA Trade Mark Assignment Deed (Conopco, Inc.)

This Deed ("Deed") is made on 15 December 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
- (2) **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 Joe Sullivan

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

DocuSigned by:

A5628A47C3D64801
Signature

SIGNED by Bastiaan Haks

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

DecuSigned by:
Bastiaan Haks
Signature