

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portfolio Concentrate Solutions Unlimited Company		01/24/2022	Company: IRELAND
RECEIVING PARTY DATA			
Name:	Tropicana Products, Inc.		
Street Address:	1001 13th Avenue East		
City:	Bradenton		
State/Country:	FLORIDA		
Postal Code:	34208		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6374678	HYDRATING JUICE WATER FRUTLY FRUIT PUNCH	
Serial Number:	90104300	HYDRATING JUICE WATER FRUTLY MIXED BERRY	
Registration Number:	6366256	FRUTLY	
Serial Number:	90097621	UNLIKE ANYTHING. JUST LIKE YOU.	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6179518961		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	132284-0001		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/Jennifer Kagan/		
DATE SIGNED:	03/04/2022		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of January 24, 2022 (the “**Effective Date**”) by and between Portfolio Concentrate Solutions Unlimited Company, a company formed under the laws of Ireland (“**Assignor**”) and Tropicana Products, Inc., a corporation formed under the laws of Delaware (“**Assignee**”). Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, PepsiCo, Inc. (“**PepsiCo**”), Bengal Beverages LP (“**Bengal**”), Bengal Debt Merger Sub, LLC and Naked Juice Co. entered into the Unit Purchase Agreement, dated August 2, 2021 (the “**Purchase Agreement**”), pursuant to which PepsiCo sold to Bengal 61% of the issued and outstanding membership interest units of New Tiger LLC;

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire, and the Purchase Agreement requires, that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks and registrations and applications thereto (together with all goodwill associated therewith and symbolized thereby in each case) set forth on Attachment A attached hereto (the “**Assigned IP**”); and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the Parties agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP, together with all goodwill associated therewith and symbolized thereby in each case; (b) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; (c) all rights to file, prosecute and maintain all applications and registrations (including any modifications, renewals and extensions thereof) relating to the foregoing; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the reasonable request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns, provided that Assignee shall be responsible for all reasonable out-of-pocket costs incurred by Assignor under this Section 2. Assignor hereby authorizes the Commissioner for Trademarks or similar officers of any governmental authority to record and register this Assignment upon request by Assignee.

3. Entire Agreement. This Assignment (including the Attachment hereto), and the Purchase Agreement (including, without limitation, all amendments and exhibits thereto), constitute the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the Parties with respect to the subject matter hereof.

4. Successors and Assigns. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

5. Governing Law and Venue. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Assignment brought by any Party or its successors or assigns against any other Party shall be brought and determined in the Court of Chancery of the State of Delaware, provided that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action arising out of or relating to this Assignment and the transactions contemplated hereby. Each of the Parties agrees not to commence any action relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgement, decree or award rendered by any such court in Delaware as described herein. Each of the Parties hereby irrevocably and unconditionally waives, agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action arising out of or relating to this Assignment or the transactions contemplated hereby, (a) any claim that is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the action in any such court is brought in an inconvenient forum, (ii) the venue of such action is improper or (iii) this Assignment, or the subject matter thereof, may not be enforced in or by such courts.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

7. Facsimile or .pdf Signature. This Assignment may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature shall constitute an original for all purposes.

8. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement (including the exhibits thereto) or any liability or obligation of the Parties arising under the Purchase Agreement, which shall govern

the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR: PORTFOLIO CONCENTRATE SOLUTIONS UNLIMITED COMPANY

By: Gretta Lerner
Name: GRETTA LERNER
Title: DIRECTOR

ASSIGNEE: TROPICANA PRODUCTS, INC.








By: Janet Silverberg
Name: Janet Silverberg
Title: Assistant Secretary

Attachment A

Trademark Registrations and Applications

[See attached.]

Attachment A

Country	Trademark	TM Logo	Application No	Registration No	Registration Date
United States of America	FRUTLY Droplet Design Fruit Punch		90104203	6374678	1 Jun 2021
United States of America	FRUTLY Droplet Design Mixed Berry		90/104300		
United States of America	FRUTLY Stylized		90/103933	6366256	25 May 2021
United States of America	LET THE GOOD BEGIN		90/326780		
United States of America	UNLIKE ANYTHING. JUST LIKE YOU.		90/097621		
Canada	FRUTLY Stylized		2,087,907		
Egypt	FRUTLY Stylized		441549		
Hong Kong	FRUTLY Stylized		305584906	305584906	7 Apr 2021
Japan	FRUTLY		2021-031243	6438494	3 Sep 2021
United Kingdom	FRUTLY Stylized		UK00003614110	UK00003614110	22 Mar 2021