

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM714758

<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>
CytoSport, Inc.		03/10/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stokely-Van Camp, Inc.		
<b>Street Address:</b>	700 Anderson Hill Road		
<b>City:</b>	Purchase		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10577		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3185054	FAST TWITCH	
<b>Registration Number:</b>	5320707	FAST TWITCH	
<b>Serial Number:</b>	90815304	FAST TWITCH FT	
<b>Serial Number:</b>	90738995	FAST TWITCH FT	
<b>Serial Number:</b>	90738920	FAST TWITCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-821-1408		
<b>Email:</b>	janet.silverberg@pepsico.com		
<b>Correspondent Name:</b>	Janet Silverberg		
<b>Address Line 1:</b>	7701 Legacy Drive		
<b>Address Line 4:</b>	Plano, TEXAS 75024		
<b>NAME OF SUBMITTER:</b>	Janet Silverberg		
<b>SIGNATURE:</b>	/janet silverberg/		
<b>DATE SIGNED:</b>	03/16/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of January 1, 2022 (the "Effective Date and Time") is by and between Cytosport, Inc, a company organized and existing under the laws of California, with its principal place of business at 1340 Treat Boulevard, Walnut Creek, California 94597 ("Assignor") and Stokely-Van Camp, Inc., a company incorporated under the laws of Indiana, having its principal place of business at 700 Anderson Hill Road, Purchase, New York 10577 ("Assignee"), collectively referred to as the "Parties."

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to receive, in exchange for consideration, all of Assignor's rights, title, and interests to the trademarks, including any associated registrations or applications, listed on Exhibit A attached hereto (the "Assigned Trademarks").

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

1. Assignment of Assigned Trademarks. Effective as of the Effective Date, Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to Assigned Trademarks, together with all of the goodwill associated with the foregoing, and all rights to sue, make claims, and recover any remedy for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages or recover any remedy with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns and Assignee accepts such assignment in the scope as set out herein.
2. Assumption of Liabilities. Assignee hereby assumes all of Assignor's obligations, duties, and liabilities under or arising out of the Assigned Trademarks.
3. Representations and Warranties. Each party hereby represents and warrants to the other party, that on the date hereof,
  - a. it is duly organized, validly existing and in good standing in each jurisdiction in which it is legally required to be,
  - b. it has full power and authority to execute, deliver and perform its obligations under this Agreement, and
  - c. this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

4. **Further Assurances.** Each party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Agreement.

5. **Severability.** In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

6. **Entire Agreement.** This Agreement constitutes the definitive agreement of the Parties on the subject matter hereof and supersedes, cancels and annuls all prior agreements, understandings, and undertakings relating to the subject matter hereof. This Agreement shall not be modified or amended except by a written document signed by a duly authorized officer of the Parties. There are no oral agreements, warranties, representations, or understandings affecting this Agreement, and all previous or other negotiations, representations, and understandings between Parties are merged herein.

7. **Succession and Assignment.** References to Assignor and Assignee shall include their respective successors and permitted assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. The benefit of this Agreement shall be freely assignable by either Party and, following such assignment, all references in this Agreement to either Party shall be deemed to include its assigns.

8. **Amendments.** No change, modification, or amendment of this Agreement is valid or binding on the parties unless such change or modification is in writing signed by the party or parties to be bound thereby.

9. **Applicable Law.** This Agreement and all disputes and matters arising out of or in connection with it, are governed by the substantive and procedural laws of the State of New York, United States. The Parties submit to the exclusive jurisdiction of the courts of the State of New York, United States in connection with any disputes or matters arising out of or in connection with this Agreement.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signatures of all Parties need not appear on the same counterpart. The delivery of an executed counterpart by facsimile or email, in "portable document format" (".pdf") form, or by any other electronic means, or by a combination of such means, is as effective as signing and delivering this Agreement in person.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the Effective Date.

Cytosport, Inc.

By: \_\_\_\_\_

*JH Hummel*

Name: Jeff Hummel

Title: Vice President

Date: March 10, 2022

Stokely-Van Camp, Inc.

By: \_\_\_\_\_









*Janet Silverberg*

Name: Janet Silverberg

Title: Assistant Secretary

Date: March 10, 2022

**EXHIBIT A****List of Trademarks**

Owner	Trademark	Country	Application No	Application Date	Registration No	Registration Date	Int. Classes	Trademark Status
CYTOSPORT, INC.	FAST TWITCH	United States of America	78577,030	Feb 28 2005	3,165,054	Dec 12 2016	5	Registered
CYTOSPORT, INC.	FAST TWITCH	United States of America	871174,255	Sep 16 2016	5,520,797	Oct 31 2017	5, 32	Registered
CYTOSPORT, INC.	FAST TWITCH & FT Design 	United States of America	880915,004	Jul 7 2021			5, 32	Pending
CYTOSPORT, INC.	FAST TWITCH & FT Design in Color 	United States of America	1017180,001	May 27 2021			5, 32	Pending
CYTOSPORT, INC.	FAST TWITCH Stylized in Color 	United States of America	9017399,000	May 27 2021			5, 32	Pending
CYTOSPORT, INC.	FAST TWITCH & FT Design 	Canada	2121951	Jul 21 2021			5, 32	Pending
CYTOSPORT, INC.	FAST TWITCH & FT Design 	China	61631420	Dec 30 2021			32	Pending
CYTOSPORT, INC.	FAST TWITCH & FT Design 	EURO	019524887	Jul 28 2021	019524887	Jan 6 2022	5, 28, 32	Registered
CYTOSPORT, INC.	FAST TWITCH	Mexico	2768080	Jun 23 2021	2298824	Sep 20 2021	5	Registered
CYTOSPORT, INC.	FAST TWITCH	Mexico	2560553	Jun 23 2021	2306451	Sep 21 2021	32	Registered
CYTOSPORT, INC.	FAST TWITCH & FT Design 	Mexico	2840722	Jul 13 2021	2304137	Sep 29 2021	5	Registered
CYTOSPORT, INC.	FAST TWITCH & FT Design 	United Kingdom	UK00003680128	Aug 11 2021	UK00003680128	Aug 11 2021	5, 28, 32	Registered