

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Follow Your Heart		04/14/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Danone US, LLC		
Street Address:	1 Maple Avenue		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10605		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88822965	FOLLOW YOUR HEART	
Registration Number:	1267585	FOLLOW YOUR HEART	
Registration Number:	3048765	FOLLOW YOUR HEART	
Registration Number:	1412959	FOLLOW YOUR HEART NATURAL FOODS	
Serial Number:	88706168	HUNEE	
Serial Number:	88706154	HUNNY	
Serial Number:	88706177	UN-NEY	
CORRESPONDENCE DATA			
Fax Number:	6265778800		
<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:	626-795-9900		
Email:	pto@lewisroca.com		
Correspondent Name:	LEWIS ROCA ROTHGERBER CHRISTIE LLP		
Address Line 1:	P.O. BOX 29001		
Address Line 4:	GLENDALE, CALIFORNIA 91209-9001		
ATTORNEY DOCKET NUMBER:	404482-00109		
NAME OF SUBMITTER:	Anita G. Johnson		
SIGNATURE:	/Anita G. Johnson/		

OP \$190.00 88822965

DATE SIGNED:	07/07/2022
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Total Attachments: 10

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- source=REDACTED FYH Assignment#page4.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) dated as of the 14th day of April, 2021 (“**Effective Date**”), by and between Follow Your Heart, a California corporation (“**Assignor**”), on the one hand, and Danone US, LLC, a Delaware limited liability company (“**Assignee**”) on the other. Capitalized terms used and not otherwise defined herein are defined in the Equity Purchase Agreement (as defined below).

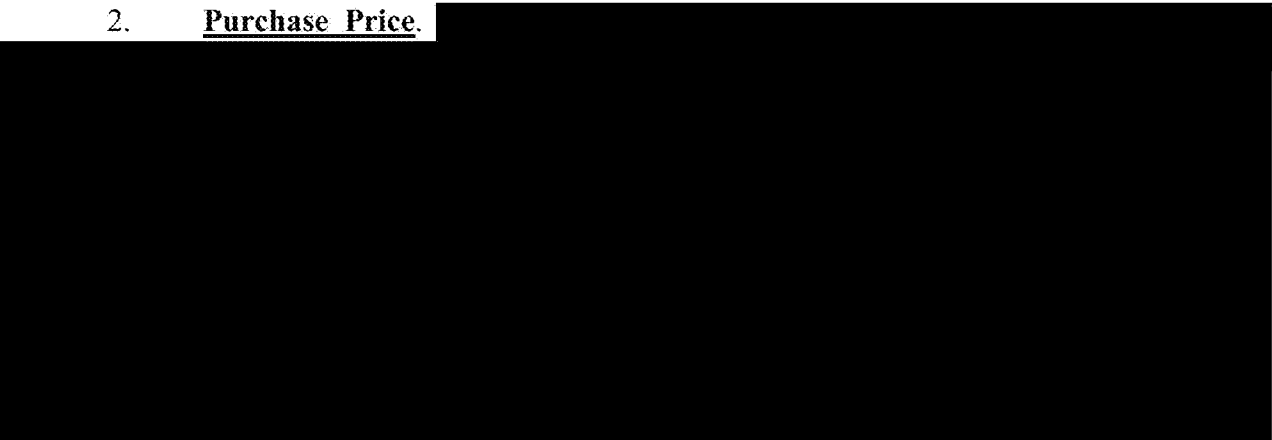
WHEREAS, Danone US, LLC, a Delaware limited liability company (the “**Buyer**”), the Seller Representative, and the Sellers have entered into that certain Equity Purchase Agreement, dated as of February 18, 2021 (the “**Equity Purchase Agreement**”).

WHEREAS, the Equity Purchase Agreement requires Assignor to sell, assign, transfer, convey and deliver all of Assignor’s right, title and interest in and to certain Intellectual Property owned by Assignor; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the consideration paid by Assignee to Assignor under the Equity Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Assignor and Assignee, and with the intent to be legally bound, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign, transfer and convey unto Assignee all right, title, and interest in and to the Intellectual Property identified on Schedule 4.16 of the Equity Purchase Agreement as owned by Assignor , which is also set forth on Exhibit A hereto, together with the goodwill of the business symbolized thereby, all rights and privileges, statutory and non-statutory, pertaining thereto, including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, in each case free and clear of all Encumbrances (the “**Assignor Transferred Intellectual Property**”).

2. **Purchase Price.**



3. **Further Assistance of Assignor.** At the reasonable request of Assignee and at Assignee's expense, but without additional consideration to Assignor, Assignor will execute and deliver, or cause to be executed and delivered, to Assignee, from time to time, such further instruments of conveyance, transfer, and assignment or other documents, and will take such other actions, as Assignee may consider necessary or convenient to convey and deliver more effectively to Assignee the Assignor Transferred Intellectual Property, to perfect Assignee's title thereto, and otherwise to accomplish the orderly transfer to Assignee of the Assignor Transferred Intellectual Property and to carry out or evidence the terms of or to give full effect to this Agreement.

4. **Amendment.** This Agreement may not be changed, modified or amended except by a written instrument executed by the parties to this Agreement. No waiver by any party to this Agreement of any failure or refusal of the other party to comply with such other party's obligations under this Agreement shall be deemed a waiver of any other obligation or subsequent failure or refusal to so comply. No waiver of any failure or refusal by any party to comply with its obligations under this Agreement shall be effective unless pursuant to an instrument executed by the other party.

5. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their successors and permitted assigns. Nothing in this Agreement shall confer any rights upon any Person other than the parties to this Agreement and their successors and permitted assigns.

6. **Governing Law.** This Agreement and all disputes or controversies arising out of or relating to this Agreement 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.

7. **Indemnification.**



8. **Severability.** If one or more provisions of this Agreement shall be held invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement. In either case, the balance of this Agreement shall be interpreted as if such provision were so modified or excluded, as the case may be, and shall be enforceable in accordance with its terms.

9. **Construction; Prevailing Agreement.** Assignor and Assignee have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by Assignor and Assignee, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Agreement. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. In the event of any conflicting provisions between this Agreement and the Equity Purchase Agreement, this Agreement shall prevail with respect to the transfer and assignment of the Assignor Transferred Intellectual Property [REDACTED]

10. **Counterparts.** This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

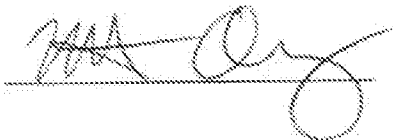
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

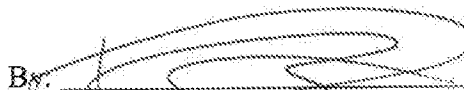
IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

ATTEST:

FOLLOW YOUR HEART



By: 

Name: Robert Goldberg

Title: Chief Executive Officer

ASSIGNEE:

ATTEST:

DANONE US, LLC

By: _____

Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007773 FRAME: 0141

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

ATTEST:

FOLLOW YOUR HEART

By: _____
Name: Robert Goldberg
Title: Chief Executive Officer

ASSIGNEE:

ATTEST:

DANONE US, LLC

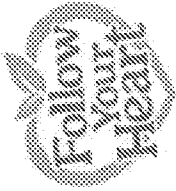
Merran
Schwartz Feron

By: _____
Name: Julien Videau
Title: Authorized Signatory

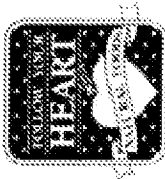
Exhibit A¹

Assignor Owned Intellectual Property

U.S. Trademarks

Jurisdiction	Trademark	AN/RN	Status	Classes ¹
United States	FOLLOW YOUR HEART and Design 	AN: 88822965	Pending	5
United States	FOLLOW YOUR HEART	RN: 1267585 SN: 73391873	Registered	5, 29, 30, 42

¹ Note to Draft: To be conformed with final version of FYH IP on Schedule 4.16 to the EPA.

Jurisdiction	Trademark	AN/RN	Status	Classes
United States	FOLLOW YOUR HEART	RN: 3048765 SN: 78377378	Registered	5, 29, 30
United States	FOLLOW YOUR HEART NATURAL FOODS and Design 	RN: 1412959 SN: 73575646	Registered	5, 16, 42
United States	HUNEE	AN: 88706168	Pending	30

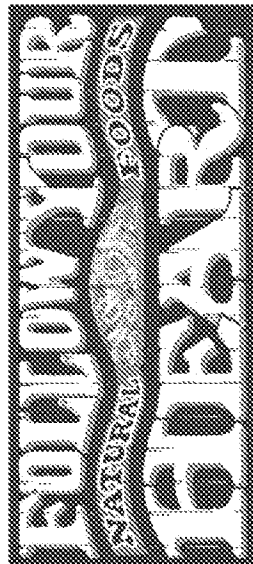
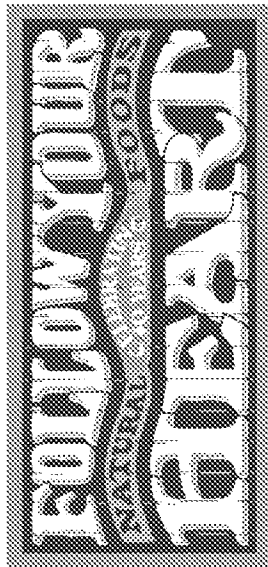
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235450-10001

Jurisdiction	Trademark	AN/RN	Status	Classes
United States	HUNNY	AN: 88706154	Pending	30
United States	UN-NEY	AN: 88706177	Allowed	30

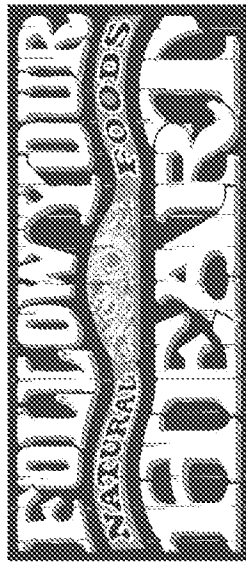
International Trademarks

Jurisdiction	Trademark	AN/RN	Status	Classes
Colombia	VEGENAISE	RN: 665964 AN: SD20200018123	Registered	29, 30

Unregistered Trademarks

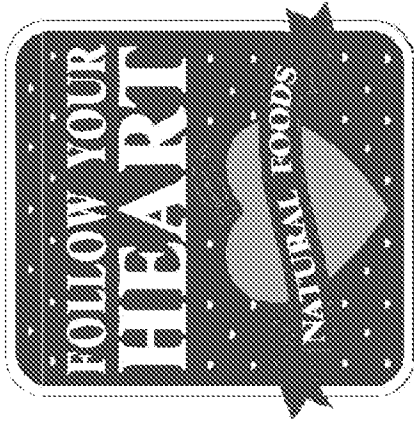


CELEBRATING 40 YEARS



CELEBRATING 50 YEARS

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Copyrights

Claimant(s)	Title	Copyright Number	Year
1) Earth Island 2) Follow Your Heart	VeganEgg Cookbook.	TXu002039336	2017
Follow Your Heart	Follow Your Heart's Vegetarian soup cookbook / by Janice Cook Migliaccio ; [illustrated by Donna Wright].	TX0001131913	1983

Domain Names

- veganaise.com
- veganaise.net
- veganaise.us
- vegancreamcheese.net
- theveganeggs.com

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