

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old Friends Holdings, LLC		04/14/2021	Limited Liability Company: 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: 19			
Property Type	Number	Word Mark	
Serial Number:	90539002	FOLLOW YOUR HEART	
Registration Number:	4970677	BETTER BEGINS WITHIN	
Registration Number:	4471956	BETTER THAN MAYO	
Registration Number:	4471955	BETTER THAN MAYO	
Registration Number:	4564850	FOLLOW YOUR HEART	
Serial Number:	90363753	FOLLOW YOUR HEART	
Registration Number:	5606432	FOLLOW YOUR HEART	
Registration Number:	5950985	FOLLOW YOUR HEART	
Registration Number:	5950982	FOLLOW YOUR HEART	
Serial Number:	87425262	FOLLOW YOUR HEART	
Serial Number:	87423314	FOLLOW YOUR HEART	
Registration Number:	4906337	HEARTSMART BURGER	
Registration Number:	4675779	LIVE HEALTHY	
Registration Number:	3012336	VEGAN GOURMET	
Registration Number:	3564193	VEGAN GOURMET	
Registration Number:	3630003	VEGANAISE	
Registration Number:	5116196	VEGANEGG	
Registration Number:	5177527	VEGANEGG	
Registration Number:	1271987	VEGENAISE	

OP \$490.00 90539002

CORRESPONDENCE DATA**Fax Number:** 6265778800*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.***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/**DATE SIGNED:** 07/07/2022**Total Attachments: 23**

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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 Old Friends Holdings, LLC, a California Limited Liability Company (“**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).

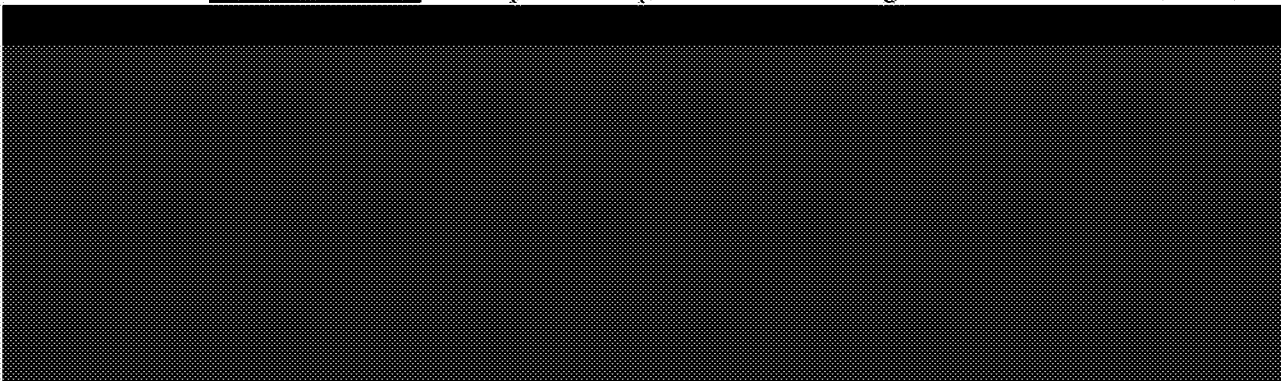
WHEREAS, Danone US, LLC, a Delaware limited liability company (the “**Buyer**”), the Seller Representative, and the Sellers have entered into that certain Equity Purchase Agreement, dated as of February 18, 2021 (the “**Equity Purchase Agreement**”).

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 (the “**Assignor Transferred Intellectual Property**”) free and clear of all Encumbrances.

2. **Purchase Price.** The purchase price for the Assignor Transferred Intellectual



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.]

AGREED AND ACCEPTED:

EARTH ISLAND, LLC

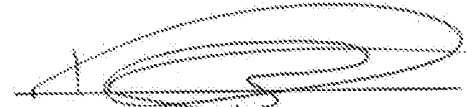
By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

RISING HEARTS, LLC

By: 
Signature

Printed Name: Robert Goldberg

Title: Manager

Date: April 14, 2021

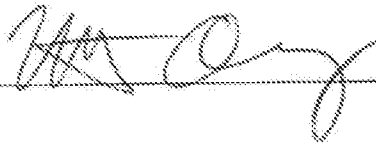
IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

ATTEST:

OLD FRIENDS HOLDINGS, LLC

By: ROBERT AND KATHLEEN GOLDBERG
FAMILY TRUST, DATED JULY 30, 2004, its
member



By: _____
Name: Robert A. Goldberg, Trustee

By: _____
Name: Kathleen M. Goldberg, Trustee

By: PAUL A. LEWIN ADMINISTRATIVE
TRUST, DATED DECEMBER 8, 2004, its
member

By: _____
Name: Brooke Ide, Trustee

By: _____
Name: Ryan Lewin, Trustee

ASSIGNEE:

ATTEST:

DANONE US, LLC

By: _____
Name:
Title:

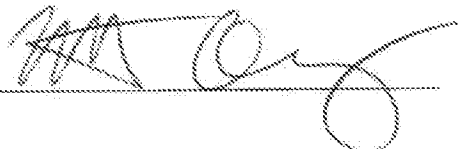
IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:


ATTEST:

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FAMILY TRUST, DATED JULY 30, 2004, its
member



By: _____
Name: Robert A. Goldberg, Trustee

By: 
Name: Kathleen M. Goldberg, Trustee

By: PAUL A. LEWIN ADMINISTRATIVE
TRUST, DATED DECEMBER 8, 2004, its
member

By: _____
Name: Brooke Ide, Trustee

By: _____
Name: Ryan Lewin, Trustee

ASSIGNEE:

ATTEST:

DANONE US, LLC

By: _____
Name:
Title:

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

ASSIGNOR:

ATTEST:

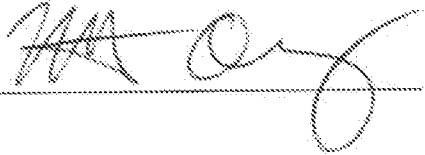
OLD FRIENDS HOLDINGS, LLC

By: ROBERT AND KATHLEEN GOLDBERG
FAMILY TRUST, DATED JULY 30, 2004, its
member

By: _____
Name: Robert A. Goldberg, Trustee

By: _____
Name: Kathleen M. Goldberg, Trustee

By: PAUL A. LEWIN ADMINISTRATIVE
TRUST, DATED DECEMBER 8, 2004, its
member



By: 
Name: Brooke Irie, Trustee

By: _____
Name: Ryan Lewin, Trustee

ASSIGNEE:

ATTEST:

DANONE US, LLC

By: _____
Name:
Title:

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

ASSIGNOR:

ATTEST:

OLD FRIENDS HOLDINGS, LLC

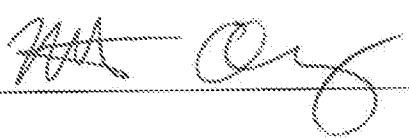
By: ROBERT AND KATHLEEN GOLDBERG
FAMILY TRUST, DATED JULY 30, 2004, its
member

By: _____
Name: Robert A. Goldberg, Trustee

By: _____
Name: Kathleen M. Goldberg, Trustee

By: PAUL A. LEWIN ADMINISTRATIVE
TRUST, DATED DECEMBER 8, 2004, its
member

By: _____
Name: Brooke Idc, Trustee



By: 
Name: Ryan Lewin, Trustee

ASSIGNEE:

ATTEST:

DANONE US, LLC

By: _____
Name:
Title:

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

ASSIGNOR:

OLD FRIENDS HOLDINGS, LLC

By: ROBERT AND KATHLEEN GOLDBERG
FAMILY TRUST, DATED JULY 30, 2004, its
member

By: _____
Name: Robert A. Goldberg, Trustee

By: _____
Name: Kathleen M. Goldberg, Trustee

By: PAUL A. LEWIN ADMINISTRATIVE
TRUST, DATED DECEMBER 8, 2004, its
member

By: _____
Name: Brooke Ide, Trustee

By: _____
Name: Ryan Lewin, Trustee

ASSIGNEE:

DANONE US, LLC

By: _____
Name: Julien Videau
Title: Authorized Signatory

ATTEST:

ATTEST:


Derran

Danièle Ferran

Exhibit A

Assignor Owned Intellectual Property

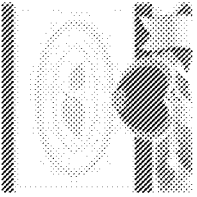
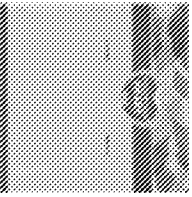
Jurisdiction	Trademark	AN/RN	Status	Class(es)
United States	FOLLOW YOUR HEART	AN: 90539002	Pending	29, 30
United States	BETTER BEGINS WITHIN	RN: 4970677 AN: 86978922	Registered	29, 30
United States	BETTER THAN MAYO	RN: 4471956 AN: 85726533	Registered	29, 30
United States	BETTER THAN MAYO (Stylized) 	RN: 4471955 AN: 85726526	Registered	29, 30

Application	Trademark	AN/RN	Status	Class(es)
United States	FOLLOW YOUR HEART and Design 	RN: 4564850 AN: 85726518	Registered	29, 30, 35, 43
United States	FOLLOW YOUR HEART	AN: 90363753	Pending	29, 30
United States	FOLLOW YOUR HEART	RN: 5606432 AN: 87857883	Registered	16, 25
United States	FOLLOW YOUR HEART and Design	RN: 5950985 AN: 87982356	Registered	29
United States	FOLLOW YOUR HEART	RN: 5950982 AN: 87982319	Registered	29

Jurisdiction	Trademark	AN/RN	Status	Class(es)
United States	FOLLOW YOUR HEART and Design 	AN: 87425262	Allowed	29, 30
United States	FOLLOW YOUR HEART	AN: 87423314	Allowed	29, 30
United States	HEARTSMART BURGER	RN: 4906337 AN: 86226322	Registered	29
United States	LIVE HEALTHY	RN: 4675779 AN: 85735714	Registered	29, 30, 35, 43
United States	VEGAN GOURMET	RN: 3012336 AN: 78244677	Registered	29

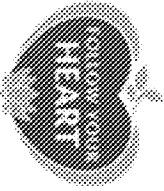
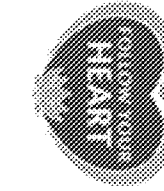
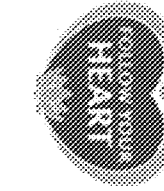
Jurisdiction	Trademark	AN/RN	Status	Class(es)
United States	VEGAN GOURMET	RN: 3564193 AN: 77494783	Registered	29
United States	VEGANNAISE	RN: 3630003 AN: 77494778	Registered	29, 30
United States	VEGANEGG	RN: 5116196 AN: 86695906	Registered	29
United States	VEGANEGG and Design VeganEgg	RN: 5177527 AN: 86862534	Registered	29
United States	VEGENAISE	RN: 1271987 AN: 73391884	Registered	29
Jurisdiction	Trademark	AN/RN	Status	Class(es)
Australia	FOLLOW YOUR HEART and Design	RN: 1697562 AN: 1697562	Registered	29, 30, 35, 43

Jurisdiction	Trademark	AVPN	Status	Class(es)
				
Australia	VEGANNAISE	RN: 1597509 AN: 1597509	Registered	29, 30
Australia	VEGANEGG and Design VEGANEGG	RN: 1848748 AN: 1848748	Registered	29
Australia	VEGENNAISE	RN: 1640719 AN: 1640719	Registered	29
Canada	VEGAN GOURMET	RN: TMA1023691 AN: 1701646	Registered	29
Canada	VEGAN GOURMET	RN: TMA1030772 AN: 1723008	Registered	29
Canada	VEGANNAISE	RN: TMA904386 AN: 1653209	Registered	29, 30
Canada	VEGENNAISE	RN: TMA904387 AN: 1653208	Registered	29, 30

Jurisdiction	Trademark	AVPN	Status	Class(es)
Canada	VEGENAISE	RN: TMA595085 AN: 1102273	Registered	30
Colombia	Design Only 	RN: 637003 AN: SD20190035827	Registered	29, 30
Colombia	FOLLOW YOUR HEART	RN: 613250 AN: SD20180026568	Registered	29, 30
Colombia	FOLLOW YOUR HEART and Design 	RN: 613249 AN: SD20180026621	Registered	29, 30
Colombia	FOLLOW YOUR HEART and Design	RN: 613248 AN: SD20180026616	Registered	29, 30

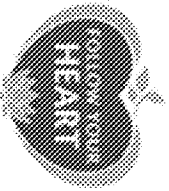
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European Union	VEGANNAISE	RN: 1185413	Registered	29, 30
European Union	FOLLOW YOUR HEART and Design 	RN: 1250098	Registered	29, 30, 35, 43
European Union	VEGANEGG and Design VEGANEGG	RN: 1347942	Registered	29
European Union	VEGENNAISE	RN: 1212304	Registered	29
Iceland	FOLLOW YOUR HEART and Design	RN: 1250098 AN: V0104684	Registered	29, 30, 35, 43

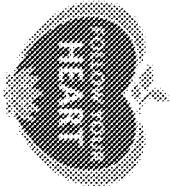
jurisdiction	Trademark	AN/IN	Status	Classes
				
Iceland	VEGANEGG and Design VEGANEGG	RN: 1347942 AN: V0105019	Registered	29
Iceland	VEGANNAISE	RN: 1185413 AN: V0104943	Registered	29, 30
Iceland	VEGENNAISE	RN: 1212304 AN: V0104945	Registered	29
Israel	FOLLOW YOUR HEART	AN: 293042	Registered	29, 30, 35, 43
Israel				
Israel	VEGANEGG VEGANEGG	AN: 293041	Registered	29
Israel	VEGENNAISE	AN: 293040	Registered	29, 30

Jurisdiction	Trademark	AVPN	Status	Classes
Mexico	 <p>FOLLOW YOUR HEART and Design</p>	RN: 1848841 AN: M1886114	Registered	43
Mexico	 <p>FOLLOW YOUR HEART and Design</p>	RN: 1848840 AN: M1886113	Registered	35
Mexico	 <p>FOLLOW YOUR HEART and Design</p>	RN: 1848839 AN: M1886112	Registered	30
Mexico	<p>FOLLOW YOUR HEART and Design</p>	RN: 1848838 AN: M1886111	Registered	29

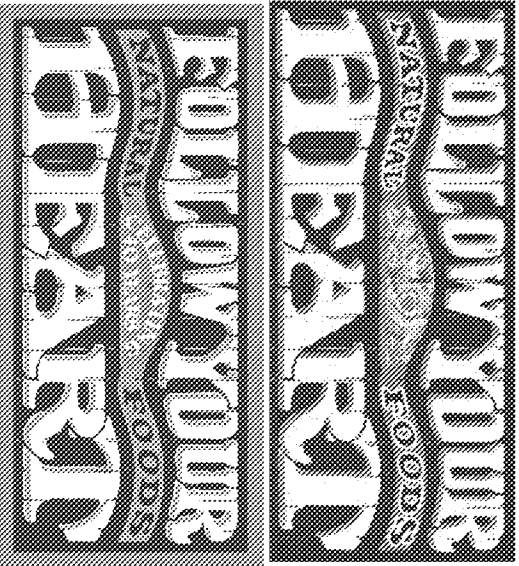
Jurisdiction	Trademark	AVPN	Status	Class(es)
				
Mexico	VEGANNAISE	RN: 1858335 AN: M1895545	Registered	30
Mexico	VEGANNAISE	RN: 1858334 AN: M1895544	Registered	29
Mexico	VEGANEGG and Design VEGANEGG	RN: 1867068 AN: M1899016	Registered	29
Mexico	VEGENAISE	RN: 1859554 AN: M1895551	Registere	29
New Zealand	FOLLOW YOUR HEART and Design 	RN: 1065962 AN: 1065962	Registered	29, 30, 35, 43
New Zealand	VEGANNAISE	RN: 990079 AN: 990079	Registered	29, 30

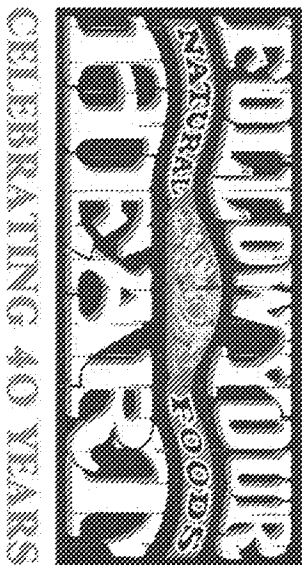
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New Zealand	VEGANEGG and Design VEGANEGG	RN: 1068123 AN: 1068123	Registered	29
New Zealand	VEGENAISE	RN: 1003257 AN: 1003257	Registered	29
Norway	FOLLOW YOUR HEART and Design	AN: 201705672	Registered	29, 30, 35, 43
Norway	VEGANNAISE	AN: 201706791	Registered	29, 30
Norway	VEGENAISE	AN: 201706793	Registered	29
Switzerland	FOLLOW YOUR HEART and Design	RN: 1250098	Registered	29, 30, 35, 43
Switzerland	VEGANEGG and Design VEGANEGG	RN: 1347942	Registered	29
Switzerland	VEGENAISE	RN: 1212304	Registered	29
WIPO	BETTER THAN MAYO	RN: 1236634	Registered	29, 30
WIPO	FOLLOW YOUR HEART and Design	RN: 1250098	Registered	29, 30, 35, 43



Jurisdiction	Trademark	ANFN	Status	Class(es)
				
WIPO	VEGAN GOURMET	RN: 1225769	Registered	29
WIPO	VEGANNAISE	RN: 1185413	Registered	29, 30
WIPO	VEGANEGG and Design VEGANEGG	RN: 1347942	Registered	29
WIPO	VEGENAISE	RN: 1212304	Registered	29

Unregistered Trademarks







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