

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM770065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Société Des Produits Nestlé S.A.		06/01/2022	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Chameleon Cold Brew, LLC		
Street Address:	3 Corporate Plaza Drive		
Internal Address:	SUITE 100		
City:	NEWPORT BEACH		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5237048		
Registration Number:	5109763		
Registration Number:	5181381	CHAMELEON	
Registration Number:	5124337	CHAMELEON COLD-BREW	
Registration Number:	5330992	CHAMELEON WHOLE-BEAN ORGANIC COFFEE	
Registration Number:	4013965	CHAMELEON COLD-BREW	
Registration Number:	5402379	BUZZ BIG AS TEXAS	
Registration Number:	5402378	COFFEE MADE FOR MAKERS	
Registration Number:	5127635	COFFEE, EVOLVED	
CORRESPONDENCE DATA			
Fax Number:	3108871334		
<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:	310-887-1333		
Email:	pia@hdmnlaw.com		
Correspondent Name:	HACKLER DAGHIGHIAN MARTINO & NOVAK		
Address Line 1:	10900 WILSHIRE BLVD		
Address Line 2:	SUITE 300		

OP \$240.00 5237048

Address Line 4: LOS ANGELES, CALIFORNIA 90024

NAME OF SUBMITTER: DAVID A. RANDALL

SIGNATURE: /DAVID A. RANDALL/

DATE SIGNED: 11/25/2022

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated as of June 1, 2022 (the “**Effective Date**”), is by and between Société Des Produits Nestlé S.A., a corporation organized and existing under the laws of Switzerland (“**Assignor**”) and Chameleon Cold Brew, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the registered owner of the trademark registrations and trademark applications set forth on **Schedule 1** attached hereto (“**Assigned Trademarks**”) and has the right to assign all of Assignor’s right, title and interest in and to such trademark rights to Assignee, and Assignee desires to acquire ownership of such trademark rights; and

WHEREAS, Assignor and Assignee are parties to an Intellectual Property Purchase Agreement, dated herewith (“**IPPA**”); and

WHEREAS, pursuant to a transaction between an affiliate of Assignor and an affiliate of Assignee, Assignee has acquired the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; and

WHEREAS, the execution and delivery of this Trademark Assignment is required in connection with the consummation of the transactions contemplated by the IPPA.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, Assignor’s entire right, title and interest in, to and under:

- (a) the Assigned Trademarks and all goodwill of the business associated therewith;
- (b) all rights to apply for and register the Assigned Trademarks and all rights of priority with respect thereto;
- (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks; and
- (d) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all other jurisdictions, worldwide, to record the title of Assignee as owner of all right, title, and interest in and to the Assigned Trademarks.

Assignor hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Assignee or its affiliate, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required by Assignor in order to convey, transfer, assign and deliver to Assignee and vest in Assignee title to all Assigned Trademarks.

This Trademark Assignment shall be construed and interpreted according to the laws of the State of Delaware and applicable federal law.

This Trademark Assignment must be signed by all Parties. All signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Original signatures to this Trademark Assignment are not required to establish the effectiveness, authenticity, or enforceability of this Trademark Assignment. Photocopies of this Trademark Assignment bearing the signatures of both Parties are effective as originals. Signatures sent electronically (facsimile or scanned and sent via email) or e-signatures will be deemed original signatures. The Parties' affiliates may translate this Trademark Assignment for reference purposes or to file it before their local courts or trademark offices. In case of contradiction between the English version and the corresponding translation, the English version will prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

CHAMELEON COLD BREW, LLC

DocuSigned by:
By: Bob Gatto
Name: Bob Gatto
Title: Senior Vice President

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

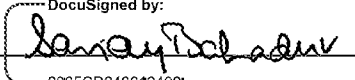
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

CHAMELEON COLD BREW, LLC





By: _____
Name:
Title:

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: 
Name: Sanjay Bahadur
Title: Deputy Executive Vice President





SCHEDULE 1





Trademarks






Country	Trademark	Logo	Filing Type	Status	Classes	Filing No.	Filing Date	Reg. No.	Reg. Date
Brazil	"Chameleón on branch" (CHAMELEON)		National filing	Registered	30	921453043	2020-11-30	921453043	2021-10-05
Brazil	CHAMELEON		National filing	Registered	30	918842050	2019-12-10	918842050	2022-01-04
Canada	"Chameleón on branch" (CHAMELEON)		National filing	Pending	30	2066359	2020-11-26		
Canada	CHAMELEON		National filing	Pending	30	2006117	2020-01-14		
Canada	CHAMELEON w/"Underlining" & COLD-BREW w/"Chameleón on branch"		National filing	Registered	30	1783980	2016-05-25	1056298	2019-09-25
Chile	"Chameleón on branch" (CHAMELEON)		National filing	Registered	30	1385233	2020-11-27	1349221	2021-07-09




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Chile	CHAMELEON		National filing	Registered	30	1343831	2019-12-10	1319481	2020-03-26
Colombia	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	SD2020/0098 044	2020-11-27	685187	2021-07-06
Colombia	CHAMELEON		National filing	Registered	30	SD2019/0103 861	2019-12-09	657859	2020-08-04
Costa Rica	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	2020-9912	2020-11-26	296011	2021-04-26
Costa Rica	CHAMELEON		National filing	Registered	30	2019-11165	2019-12-06	290161	2020-08-12
El Salvador	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	20200311813	2020-11-26	1 Book 399	2021-08-17
El Salvador	CHAMELEON		National filing	Registered	30	20190296649	2019-12-06	104 Book 377	2020-10-02

European Union	"Chameleon on branch" (CHAMELEON)		Community Trademark	Registered	30	18463543	2021-04-29	18463543	2021-08-18
European Union	CHAMELEON		Community Trademark	Registered	30	18463530	2021-04-29	18463530	2021-08-18
European Union	CHAMELEON w/"Underlining" & COLD-BREW w/"Chameleon on branch"		Madrid protocol	Registered	30	1306377	2016-05-20	1306377	2016-05-20
Guatemala	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	2020-10722	2020-12-01	259860	2021-07-06
Guatemala	CHAMELEON		National filing	Registered	30	2019-12075	2019-12-12	256,579	2021-02-25
Honduras	"Chameleon on branch" (CHAMELEON)		National filing	Pending	30	2020/000024 194	2020-11-26		
Honduras	CHAMELEON		National filing	Registered	30	50246/2019	2019-12-09	156816	2021-05-13

Japan	CHAMELEON w/"Underlining" & COLD-BREW w/"Chameleon on branch"		Madrid protocol	Registered	30	1306377	2016-05-20	1306377	2017-04-06
Mexico	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	2461397	2020-11-30	2203497	2021-02-11
Mexico	CHAMELEON		National filing	Registered	30	2303171	2019-12-09	2116100	2020-08-31
Mexico	CHAMELEON w/"Underlining" & COLD-BREW w/"Chameleon on branch"		Madrid protocol	Registered	30	1306377	2016-05-20	1306377	2018-04-26
Nicaragua	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	2020-002980	2020-11-27	2021134026 LM	2021-06-17
Nicaragua	CHAMELEON		National filing	Registered	30	2019-003908	2019-12-11	2020131249 LM	2020-09-18
Panama	"Chameleon on branch" (CHAMELEON)		National filing	Pending	30	285209	2020-12-04		

Panama	CHAMELEON		National filing	Pending	30	278389-01	2019-12-11		
United Kingdom	CHAMELEON w/"Underlining" & COLD-BREW w/"Chameleon on branch"		National filing	Registered	30	1306377	2016-05-20	UK00801306 377	2016-05-20
USA	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	87260490	2016-12-07	5237048	2017-07-04
USA	"Chameleon on branch" (CHAMELEON)		National filing	Registered	30	87048149	2016-05-24	5109763	2016-12-27
USA	CHAMELEON		National filing	Registered	30	87163397	2016-09-07	5181381	2017-04-11
USA	CHAMELEON COLD-BREW		National filing	Registered	30	87094182	2016-07-06	5124337	2017-01-17
USA	CHAMELEON WHOLE-BEAN ORGANIC COFFEE		National filing	Registered	30	87163433	2016-09-07	5330992	2017-11-07

USA	CHAMELEON w/"Underlining" & COLD-BREW w/"Chameleon on branch"		National filing	Registered	30	85164974	2010-10-29	4013965	2011-08-16
USA	A BUZZ AS BIG AS TEXAS		National filing	Registered	30	87048261	2016-05-24	5402379	2018-02-13
USA	COFFEE MADE FOR MAKERS		National filing	Registered	30	87048245	2016-05-24	5402378	2018-02-13
USA	COFFEE, EVOLVED		National filing	Registered	30	87049594	2016-05-25	5127635	2017-01-24