

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM789802

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.		11/15/2022	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Freshly, Inc.		
Street Address:	115 E 23rd St		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6919891	FRESHLYWELL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303.245.2092		
Email:	docket@hollandhart.com, ljheld@hollandhart.com		
Correspondent Name:	Catherine C. Miller, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	82145.3682		
NAME OF SUBMITTER:	Catherine C. Miller		
SIGNATURE:	/Catherine C. Miller/		
DATE SIGNED:	02/26/2023		
Total Attachments: 4			
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CH \$40.00 6919891

Exhibit C

Deed of Assignment (USA ITU)

[Attached]

IP ASSIGNMENT
(Transaction Step 1)

This IP Assignment (this “IP Assignment”), dated as of November 15, 2022 (the “Effective Date”), is by and between Société Des Produits Nestlé S.A., a corporation organized and existing under the laws of Switzerland (“SPN”), and Freshly, Inc., a Delaware corporation (“Freshly”).

RECITALS

WHEREAS, Freshly entered into that certain IP Assignment Agreement (the “Original Assignment”), dated as of November 30, 2020, pursuant to which Freshly conveyed, transferred, assigned and delivered to SPN all of Freshly’s right, title and interest in, to and under all intellectual property owned by Freshly; and

WHEREAS, SPN and Freshly entered into that certain IP Contribution Agreement, of even date herewith (the “IP Contribution Agreement”), pursuant to which SPN agreed to convey, transfer, assign and deliver to Freshly all of SPN’s right, title and interest in, to and under (a) all intellectual property owned by SPN that was assigned to SPN by Freshly to SPN pursuant to the Original Assignment, and (b) all other intellectual property owned by SPN that exclusively relates to Freshly’s business, including the intellectual property rights set forth on Schedule 1 hereto (collectively, the “Assigned IP”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ASSIGNMENT

SPN does hereby convey, transfer, assign and deliver to Freshly, and Freshly hereby accepts, all of SPN’s right, title and interest in, to and under the Assigned IP (as defined in the IP Contribution Agreement), including (a) the trademarks set forth on Schedule 1 attached hereto, and all goodwill of the business associated therewith, (b) all registrations and applications to register the Assigned IP, all rights to apply for and register the Assigned IP 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 IP and (d) any and all claims and causes of action with respect to any of the Assigned IP, 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.

SPN hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Freshly, SPN 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 Freshly in order to convey, transfer, assign and deliver to Freshly and vest in Freshly title to all of the Assigned IP.

SPN 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 Freshly as owner of all right, title, and interest in and to the Assigned IP.

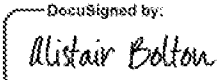
This IP Assignment shall be construed and interpreted according to the laws of the state of Delaware, applicable to contracts to be wholly performed within the state of Delaware.

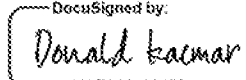
This IP Assignment must be signed by all parties. All signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Original signatures to this IP Assignment are not required to establish the effectiveness, authenticity, or enforceability of this IP Assignment. Photocopies of this IP 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 IP Assignment for reference purposes or to file it before their local courts. In case of contradiction between the English version and the corresponding translation, the English version will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this IP 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.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

FRESHLY, INC.

By: 
 Name: Alistair Bolton
 Title: Senior Vice President

By: 
 Name: Donald Kacmar
 Title: General Counsel and Secretary

SCHEDULE 1

Trademark Applications

Mark	App. No.	App. Date	Legal Owner
FRESHLYWELL	97305916	3/10/2022	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.