

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEFORE Brands, Inc.		11/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Société des Produits Nestlé S.A.		
Street Address:	Avenue Nestlé 55		
City:	Vevey		
State/Country:	SWITZERLAND		
Postal Code:	1800		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6706545	EAT. TRAIN. THRIVE.	
Registration Number:	6092044	SPOONFULONE	
Registration Number:	5455317	SPOONFULONE	
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, ccmiller@hollandhart.com, ljheld@hollandhart.com		
Correspondent Name:	Catherine C. Miller, Holland & Hart LLP		
Address Line 1:	P.O. Box 8748		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	82145.3693		
DOMESTIC REPRESENTATIVE			
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		

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NAME OF SUBMITTER:	Catherine C. Miller
SIGNATURE:	/Catherine C. Miller/
DATE SIGNED:	03/20/2023
Total Attachments: 5 source=BEFORE Brands to SPN Trademark Assignment#page1.tif source=BEFORE Brands to SPN Trademark Assignment#page2.tif source=BEFORE Brands to SPN Trademark Assignment#page3.tif source=BEFORE Brands to SPN Trademark Assignment#page4.tif source=BEFORE Brands to SPN Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Trademark Assignment”), dated as of November 25, 2022 (the “Effective Date”), is by and between BEFORE Brands, Inc., a Delaware corporation (“BEFORE”), and Société Des Produits Nestlé, S.A., a Swiss Corporation (“SPN”).

RECITALS

WHEREAS, BEFORE and SPN entered into that certain IP Assignment Agreement, dated as of November 25, 2022 (the “IP Assignment Agreement”), pursuant to which BEFORE agrees to convey, transfer, assign and deliver to SPN all of BEFORE’s right, title and interest in, to and under certain patents, trademarks, know-how, licenses and other intellectual property rights relating to BEFORE’s and SPN’s businesses.

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

ASSIGNMENT

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

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

BEFORE 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 SPN as owner of all right, title, and interest in and to the Transferred Intellectual Property. If BEFORE fails or refuses to execute, acknowledge or deliver any such documents, BEFORE hereby agrees, for itself and its successors, assigns, and transferees, to the fullest extent permitted by law, that a representative of chosen by SPN, and of any corporate successor of SPN, shall be, and are hereby, irrevocably appointed BEFORE attorneys-in-fact with full authority to execute any such documentation requested by SPN, and to perform all other acts necessary to effect, perfect or evidence the assignment hereunder.

This Trademark 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.

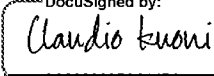
This Trademark Assignment must be signed by all parties. All signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Original

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. 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 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.

**SOCIÉTÉ DES PRODUITS NESTLÉ
S.A.**

BEFORE BRANDS, INC.

By: 
Name: Claudio Kuoni
Title: Vice-President

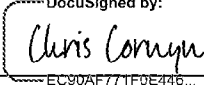
By: _____
Name: _____
Title: _____

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**SOCIÉTÉ DES PRODUITS NESTLÉ
S.A.**

BEFORE BRANDS, INC.


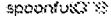
By: _____
Name:
Title:

DocuSigned by:

By: _____
Name: Chris Cornyn
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 008008 FRAME: 0606**

SCHEDULE A
Trademarks and Trademark Applications

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
United States	EAT. TRAIN. THRIVE.	90680960 4/29/2021	6706545 4/19/2022	Registered	Before Brands, Inc
United States	SPOONFULONE  SpoonfulONE	88378102 4/9/2019	6092044 6/30/2020	Registered	Before Brands, Inc.
United States	SPOONFULONE 	87977126 6/20/2017	5455317 4/24/2018	Registered	Before Brands, Inc.