

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kensington & Sons LLC		12/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Unilever IP Holdings B.V.		
Street Address:	Weena 455		
City:	Rotterdam		
State/Country:	NETHERLANDS		
Postal Code:	3013 AL		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90597616	BETTER EVERY BITE	
Serial Number:	86820347	FABANAISE	
Serial Number:	87260919	SIR KENSINGTON'S MAYONNAISE	
Serial Number:	85548751	SIR KENSINGTON'S	
Serial Number:	86668564	SIR KENSINGTON'S	
Serial Number:	86850180	SIR KENSINGTON'S	
Serial Number:	86668592	SIR KENSINGTON'S	
Serial Number:	87260929	SIR KENSINGTON'S	
Serial Number:	86668662		
Serial Number:	86668692		
Serial Number:	86668744	THE DIVINE ALTERNATIVE	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	214-978-3000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 N. Pearl Street, Suite 1500		

CH \$290.00 90597616

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: Project Kensington

NAME OF SUBMITTER: /Dyan M. House/

SIGNATURE: /Dyan M. House/

DATE SIGNED: 05/01/2023

Total Attachments: 6

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DATED 2022

Kensington & Sons LLC

and

Unilever IP Holdings B.V

ASSIGNMENT AGREEMENT
UNITED STATES OF AMERICA

ASSIGNMENT AGREEMENT

DATE:

BETWEEN:

- (1) **Kensington & Sons LLC**, a company incorporated under the law of the state of Delaware whose registered office is at **270 Lafayette Street, Suite 200, NY NY 10012** ("Assignor"); and
- (2) **Unilever IP Holdings B.V.**, a company incorporated under the law of the Netherlands whose registered office is at **Weena 455, 3013 AL Rotterdam, the Netherlands** ("Assignee").

RECITALS:

- (A) The Assignor is the owner of certain registered trade marks and/or the applicant of certain trade mark applications.
- (B) The Assignor has agreed to assign such trade mark rights to the Assignee in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. ASSIGNMENT

- 1.1 In consideration of the sum of **1 EUR**, inclusive of any applicable taxes, paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the registered trade marks and/or the trade mark applications set out in the schedule to this Agreement together with any common law rights and all the goodwill attaching thereto (the "**Trade Marks**") effective on **26 November 2020**.
- 1.2 The assignment of the Trade Marks shall include the right for the Assignee to bring proceedings against any third party in relation to the Trade Marks, including the right to sue in respect of every act of infringement of the Trade Marks occurring prior to the date of this Agreement.

2. FURTHER ASSURANCE

The Assignor agrees at the request and cost of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Trade Marks.

3. GOVERNING LAW & JURISDICTION

The construction, validity, and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, the laws of **England and Wales**, and the parties hereto submit to the exclusive jurisdiction of the **English** courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

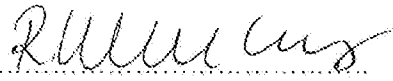
4. GENERAL

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

Trade Mark Assignment

EXECUTED by the parties:

Signed for and on behalf of **Kensington & Sons LLC**:

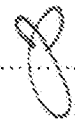
Signature: 

Name: Rachel Wilkinson-Duffy

Title: Authorised Attorney

Date: 19 December 2022

Signed for and on behalf of **Unilever IP Holdings B.V.**:

Signature: 

Name: Jessica Le Gros

Title: Authorised Attorney

Date: 19 December 2022

TRADE MARK SCHEDULE

JURISDICTION	TRADEMARK	FILING NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE	CLASS
United States of America	BETTER EVERY BITE	90597616	24-Mar-21			30
United States of America	FABANAISE	86820347	13-Nov-15	5147743	21-Feb-17	30
United States of America	SIR KENSINGTON'S MAYONNAISE (STYLISED) & DESIGN	87260919	07-Dec-16	5259830	08-Aug-17	30
United States of America	SIR KENSINGTON'S	85548751	21-Feb-12	4213789	25-Sep-12	30
United States of America	SIR KENSINGTON'S	86668564	19-Jun-15	4892602	26-Jan-16	30
United States of America	SIR KENSINGTON'S	86850180	15-Dec-15	5257059	01-Aug-17	30
United States of America	SIR KENSINGTON'S	86668592	19-Jun-15	5503417	26-Jun-18	30

JURISDICTION	TRADEMARK	FILING NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE	CLASS
United States of America	SIR KENSINGTON'S (STYLISTED) & DESIGN	87260929	07-Dec-16	5237068	04-Jul-17	30
United States of America	SIR KENSINGTON'S FACE DESIGN	86668662	19-Jun-15	4892607	26-Jan-16	30
United States of America	SIR KENSINGTON'S FACE DESIGN	86668692	19-Jun-15	5503418	26-Jun-18	30
United States of America	THE DIVINE ALTERNATIVE	86668744	19-Jun-15	5311855	17-Oct-17	30

TRADEMARK

REEL: 008056 FRAME: 0382

RECORDED: 05/01/2023