

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI49751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William Haugh		07/21/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	Dr. Smoothie Brands, Inc.		
Street Address:	1730 Raymer Avenue		
City:	Fullerton		
State/Country:	CALIFORNIA		
Postal Code:	92833		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3244953	CAFE ESSENTIALS	
Registration Number:	3214815	DR. SMOOTHIE	
Registration Number:	3087206	BIO BAR	
Registration Number:	2216470	DR. SMOOTHIE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	52198-3		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	Hayley Smith		
DATE SIGNED:	02/25/2024		
Total Attachments: 4			

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source=Trademark Assignment Agreement (Haugh to Dr. Smoothie Brands Inc. - July 21 2016)#page3.tif
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement ("Agreement") is entered into by and between William Haugh ("Assignor"), an individual, and Dr. Smoothie Brands, Inc., a California corporation ("Assignee") (collectively, the "Parties") and this Agreement is made effective as of July 21, 2016 ("Effective Date").

WHEREAS Assignor owns all of the issued and outstanding capital stock (the "Shares") of Assignee, and Dr. Smoothie Enterprises, a California corporation ("Enterprises") (Assignee and Enterprises hereinafter referred to collectively as the "Companies");

WHEREAS Assignor is owner of record of certain trademarks identified in Schedule A attached hereto (the "Trademarks") and used in the business of the Companies;

WHEREAS Assignor is a party to a Stock Purchase Agreement (the "SPA") whereby LX/JT Intermediate Holdings, Inc., a Delaware corporation ("Buyer") is acquiring Assignor's Shares; and

WHEREAS Buyer and Assignor wants to establish clear title in the Assignee to all Intellectual Property (as defined in the SPA) used in the business of the Companies, including the Trademarks;

NOW, THEREFORE, For and in consideration good and valuable consideration received by Assignor, including the transactions set forth in the SPA, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to all Intellectual Property used in the business of the Companies that Assignor has or may have, including all right, title and interest in the Trademarks and all goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, and similarly empowered officials of the Canadian Trademark Office (or its equivalent) to transfer all registrations or applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Agreement, and to issue to Assignee all registrations which may have or may issue, in accordance with this Agreement.

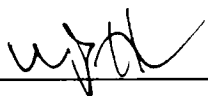
3. Assignor further hereby covenants and agrees that Assignor will, at any time, upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the right, title and/or ownership of said Intellectual Property (including the Trademarks) to Assignee, its successors, assigns, or other legal representatives and that if Assignee, its successors, assigns or other legal representatives shall desire to file any type of intellectual property applications or to secure any other such ownership protection, Assignor will, upon

request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of any type of intellectual property applications or efforts secure any other such ownership protection, without further compensation, but at the expense of said Assignee, its successors, or other legal representatives.

4. All terms not defined herein shall have the same meaning as in the SPA.

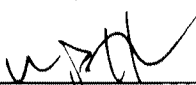
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates stated next to their signatures below but that this Agreement shall become effective for all purposes as of the Effective Date in the first paragraph hereof.

Assignor:
William Haugh

Signature: 

Date: 7/21/2010

Assignee:
Dr. Smoothie Brands, Inc.

Signature: 

Name: William Haugh

Title: President

Date: 7/21/2010

[Signature Page to Intellectual Property Rights Assignment Agreement]

SCHEDULE A

MARK	REGISTRATION NO.	COUNTRY
FRESH FACE	3669318	U.S.A.
AMINO REPAIR	3301577	U.S.A.
AMINO HYDRATE	3438485	U.S.A.
CAFÉ ESSENTIALS	3244953	U.S.A.
DR. SMOOTHIE	3214815	U.S.A.
BIO BAR	3087206	U.S.A.
[DESIGN ONLY]	3219374	U.S.A.
DR. SMOOTHIE THE COMPLETE MEAL	3207335	U.S.A.
DR. SMOOTHIE	2216470	U.S.A.
DR. SMOOTHIE	TMA667311	CANADA