

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERCONTINENTAL GREAT BRANDS LLC		02/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THRIVE 365 LLC		
Street Address:	3 Parkway North Blvd., Suite 300		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77773514	THRIVE365	
Serial Number:	86017114	THRIVE 365	
Serial Number:	77773497	THRIVE365	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-943-4656		
Email:	trademark@mdlz.com		
Correspondent Name:	Mary A. Carragher		
Address Line 1:	3 Parkway North Blvd., Suite 300		
Address Line 4:	Deerfield, ILLINOIS 60015		
ATTORNEY DOCKET NUMBER:	THRIVE 365		
NAME OF SUBMITTER:	Mary A. Carragher		
SIGNATURE:	/Mary A. Carragher/		
DATE SIGNED:	04/08/2014		
Total Attachments: 10			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY**, (this "**Assignment**"), effective as of the 26th day of February, 2014, is by and between Intercontinental Great Brands LLC, a Delaware limited liability company, with a place of business at Three Parkway North, Suite 300, Deerfield, Illinois 60015 ("**Assignor**"), and Thrive 365 LLC, a Delaware limited liability company, with a place of business at Three Parkway North, Suite 300, Deerfield, Illinois 60015 ("**Assignee**").

WHEREAS, Mondelez Global LLC, a Delaware limited liability company ("**MG**") and Pilot Lite Ventures USA, Inc. ("**PLV**") are parties to a certain Professional Services Agreement, effective as of the 1st day of July, 2012, as amended as of June 30, 2013, July 31, 2013, September 15, 2013, November 15, 2013 and December 16, 2013, as restated and amended as of January 13, 2014 and as amended as of January 31, 2014 and February 13, 2014 (the "**Professional Services Agreement**") pursuant to which MG engaged PLV's professional services in connection with the development, management and implementation of a program for consumers who are interested in menu planning that aligns with nutritional recommendations for people with non-insulin dependent type two diabetes (the "**Thrive365 Program**").

WHEREAS, pursuant to that certain Contribution and Assumption Agreement, dated as of February 26, 2014, MG contributed to Intercontinental Brands LLC, a Delaware limited liability company and the sole member of Assignor ("**Intercontinental Brands**") certain intellectual property owned by MG.

WHEREAS, pursuant to that certain Contribution and Assumption Agreement, dated as of February 26, 2014, Intercontinental Brands contributed to Assignor certain intellectual property owned by Intercontinental Brands.

WHEREAS, Assignor may have rights, title and interest in and to certain copyrights and copyrightable subject matter, trademarks, internet domain names, patents, inventions (whether patentable or not), confidential and proprietary information, trade secrets, know-how and any other intellectual property and industrial property rights anywhere in the world, including registrations and applications for registration relating to any of the foregoing, in each case related exclusively to the Thrive365 Program, and all goodwill associated with any of the foregoing (the "**T365 Intellectual Property**").

WHEREAS, Assignor has determined that, in its current condition, the T365 Intellectual Property is of nominal value, but in any event has a value not in excess of one dollar (\$1.00 USD).

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the T365 Intellectual Property on the terms set forth below.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and disclaimers set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions set forth in this Assignment, Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby accepts from Assignor, all of the right, title and interest of Assignor in and to all T365 Intellectual Property to the extent in existence and owned by Assignor on the date hereof, including, without limitation, the T365 Intellectual Property listed on Schedule A and all copies and tangible embodiments of the T365 Intellectual Property (in whatever form

or medium) and all past, present and future claims, causes of action and liabilities arising out of or related to any of the T365 Intellectual Property.

2. Further Assurances. Assignor agrees, without further consideration, to execute and deliver such further documents as Assignee may reasonably request to effectuate this Assignment and to permit Assignee to be duly recorded as the registered owner of the rights hereby conveyed.

3. Delivery of Documentation. To the extent that Assignor is in physical possession or control of any documentation (in whatever form or medium), which relates exclusively to the T365 Intellectual Property, and which is not in the possession of Assignee as of the date hereof, Assignor shall transfer such documentation to Assignee promptly following the date hereof.

4. Maintenance. As of the date hereof, Assignee shall have full responsibility for, and bear all costs relating to, the ongoing prosecution and maintenance of any registrations or applications for registration relating to any of the T365 Intellectual Property.

5. Disclaimers. THE TRANSFERRED INTELLECTUAL PROPERTY IS ASSIGNED TO ASSIGNEE ON AN "AS-IS", "WHERE-IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES WITH RESPECT TO NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. ASSIGNOR FURTHER DISCLAIMS ANY AND ALL LIABILITY WHATSOEVER WITH RESPECT TO ASSIGNEE'S USE OF THE TRANSFERRED INTELLECTUAL PROPERTY AND ANY OBLIGATIONS OR LIABILITIES ARISING THEREFROM.

6. Fair Market Value. Assignor and Assignee agree that, as of the date hereof, the fair market value of the T365 Intellectual Property is not in excess of one dollar (\$1.00 USD).

7. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware (regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

8. Jurisdiction; Forum. The parties hereto each hereby irrevocably submit (to the fullest extent permitted by applicable law) to the non-exclusive jurisdiction of any state or federal court in the State of Delaware in any suit or proceeding arising out of or relating to this Assignment, and the parties hereby irrevocably agree that all claims in respect of such suit or proceeding may be heard and determined in such state or federal court in the State of Delaware. The parties hereto each hereby irrevocably waive (to the fullest extent permitted by applicable law) any objection each may now or hereafter have to remove any such suit or proceeding, once commenced, to another court on the grounds of forum non conveniens or otherwise.

9. No Third Party Beneficiaries. This Assignment is solely for the benefit of the parties hereto and is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

10. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Intellectual Property by their respective authorized representatives as of the dates indicated below.

Intercontinental Great Brands LLC

By: Intercontinental Brands LLC

Its: Sole Member

By: Carol J. Ward
Name: Carol J. Ward
Title: Vice President and Corporate Secretary
Date: _____

Thrive 365 LLC

By: Carol J. Ward
Name: Carol J. Ward
Title: Vice President and Corporate Secretary
Date: _____

Schedule A

Patents


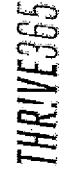
<u>Patent ID</u>	<u>Patent Ref</u>	<u>Invention ID</u>	<u>Patent/Design Type</u>	<u>Application Type</u>	<u>App Title</u>	<u>Country</u>	<u>Status</u>	<u>App No.</u>	<u>Application Date</u>	<u>National/Actual Filed Date</u>	<u>Patent No.</u>	<u>Grant Date</u>
<u>81243384</u>	77711AR01	81035899	Non Provisional	Secondary	Method and apparatus for identifying dietary choices	Argentina	Published	P090101894	27 May 2009			
<u>81298665</u>	77711AU01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Australia	Published	2009260480	28 May 2009	24 Dec 2010		
<u>81298678</u>	77711BR01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Brazil	Application	PI0912053-0	28 May 2009	26 Nov 2010		
<u>81298691</u>	77711CA01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Canada	Published	2728020	28 May 2009	02 Feb 2011		
<u>81267902</u>	77711CL01	81035899	Non Provisional	Secondary	Method and Apparatus for Identifying Diabetics Choices	Chile	Abandoned	12010	04 Jan 2010			
<u>81298704</u>	77711CN01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	China	Published	200980130720.7	28 May 2009	28 Jan 2011		
<u>81298886</u>	77711CR01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Costa Rica	Application	11844	28 May 2009	13 Dec 2010		
<u>81298717</u>	77711EP01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	European Patent	Application	09767376.8	28 May 2009	20 Dec 2010		

Patent ID	Patent Ref	Invention ID	Patent/Design Type	Application Type	App Title	Country	Status	App No.	Application Date	National/Actual Filed Date	Patent No.	Grant Date
81298786	77711GCC01	81035899	Non Provisional	Secondary	Method and Apparatus for Identifying Dietary Choices	Gulf Cooperation Council	Abandoned	GCC/P/200913567	27 May 2009			
81298730	77711IN01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	India	Published	8430/CHENP/2010	28 May 2009	24 Dec 2010		
81298743	77711ID01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Indonesia	Published	W-00201004462	28 May 2009	22 Dec 2010		
81298756	77711IL01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Israel	Application	209587	28 May 2009	25 Nov 2010		
81298769	77711JP01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Japan	Published	2011-511827	28 May 2009	26 Nov 2010		
81298782	77711KR01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Korea, Republic of (KR)	Application	10-2010-7029221	28 May 2009	27 Dec 2010		
81298795	77711MY01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Malaysia	Application	P12010005648	28 May 2009	29 Nov 2010		
81298808	77711MX01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Mexico	Published	MX/a/2010/012925	28 May 2009	26 Nov 2010		
81298821	77711NZ01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	New Zealand	Allowed	589854	28 May 2009	10 Dec 2010		
81298834	77711PH01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Philippines	Application	1-2010-502660	28 May 2009	25 Nov 2010		

Patent ID	Patent Ref	Invention ID	Patent/Design Type	Application Type	App Title	Country	Status	App No.	Application Date	National/Actual Filed Date	Patent No.	Grant Date
<u>81298847</u>	77711RU01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Russian Federation	Published	2010152463	28 May 2009	22 Dec 2010		
<u>81298860</u>	77711SG01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	Singapore	Application	201008447-3	28 May 2009	18 Nov 2010		
<u>81298873</u>	77711ZA01	81035899	Non Provisional	Designated PCT	Method and apparatus for identifying dietary choices	South Africa	Granted	2010/08490	28 May 2009	25 Nov 2010	2010/08490	31 Aug 2011
<u>81237661</u>	77711US01	81035899	Non Provisional	Secondary	Method and Apparatus for Identifying Dietary Choices	United States of America	Published	12/474155	28 May 2009			
<u>81436926</u>	81303768AR01	81303768	Non Provisional	Secondary	Method For Facilitating Menu Planning	Argentina	Application	P130103513	27 Sep 2013			
<u>81436933</u>	81303768WO01	81303768	Non Provisional	Secondary	Method For Facilitating Menu Planning	Patent Cooperation Treaty	Application	PCT/US2013/0621 27	27 Sep 2013			
<u>81417455</u>	81303768US01	81303768	Provisional	Priority	Method For Facilitating Menu Planning	United States of America	Expired	61/707407	28 Sep 2012			

Trademarks

PENDING APPLICATIONS

Country	Mark	Intl. Class	Goods	Application Number	Application Date	Status
United States	THRIVE365	44	Providing, through an internet website, information in the field of diabetes management featuring meal planning systems, and in the fields of nutrition, lifestyle wellness and tips and tools on the subject of diabetes management; dietary and nutritional guidance, namely, an interactive personalized eating plan based on a proprietary numerical eating system.	77773514	July 2, 2009	Statement of Use filed on January 9, 2014.
United States		44	Providing, through an internet website, information in the field of diabetes management featuring meal planning systems, and in the fields of nutrition, lifestyle wellness and tips and tools on the subject of diabetes management; dietary and nutritional guidance, namely, an interactive personalized eating plan based on a proprietary numerical eating system.	86017114	July 23, 2013	Statement of Use filed on February 19, 2014.
United States		16, 44	Brochures and printed educational materials in the field of diabetes management. Providing, through an internet website, information in the field of diabetes management featuring meal planning systems, and in the fields of nutrition, lifestyle wellness and tips and tools on the subject of diabetes management; dietary and nutritional guidance, namely, an interactive personalized eating plan based on a proprietary numerical eating system.	77773497	July 2, 2009	We did not file the Statement of Use due by January 14, 2014. This mark will be abandoned by the trademark office in due course.

Domain Names

thrive247.com
thrive365.com
thrive365study.com
thrivediabetes.com
thrivehreesixfive.com
thrivethreesixtyfive.com
thriv365.com
thriving365.com

TRADEMARK
REEL: 005255 FRAME: 0725

RECORDED: 04/08/2014

**TRADEMARK
REEL: 005255 FRAME: 0726**