

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe des Produits Nestle S.A.		11/02/2015	Société Anonyme (Sa): SWITZERLAND
RECEIVING PARTY DATA			
Name:	DAVIGEL EQUITY HOLDINGS SAS		
Street Address:	95 rue de la Boetie		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86590737	CRÉATION BRIGADE	
Serial Number:	86590742	DAVIGEL	
Serial Number:	86590732	TERRE & MER	
CORRESPONDENCE DATA			
Fax Number:	2123101635		
<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:	212 626 4242		
Email:	nyctrademarks@bakermckenzie.com		
Correspondent Name:	Lindsey Utrata		
Address Line 1:	452 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10012284-10000204		
NAME OF SUBMITTER:	Lindsey Utrata Authorized Attorney		
SIGNATURE:	/Lindsey Utrata/		
DATE SIGNED:	07/18/2016		
Total Attachments: 3			
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CH \$90.00 86590737

ASSIGNMENT OF TRADEMARKS

The undersigned,

Société des Produits Nestlé S.A., a *société anonyme* incorporated under the laws of Switzerland, with company number CH-550.0.059.098-4, having its registered office at Entre-Deux-Villes, 1800 Vevey, Switzerland ("Assignor"),

(i) entered into an agreement on 2 November 2015 with Davigel Equity Holdings SAS, a *société par actions simplifiée* incorporated under the laws of France with company number 812 618 502, whose registered office is at 95 rue de la Boétie, 75008 Paris, France ("Assignee"), Nestec SA, a *société anonyme* incorporated under the laws of Switzerland, with company number CH-550.0.084.192-0, whose registered office is at Avenue Nestlé, 55, 1800 Vevey, Switzerland, (together with the Assignor, as "Transferors") and Nestlé France SAS, a *société par actions simplifiée* incorporated under the laws of France, with company number RCS Meaux 542 014 428, whose registered office is at 7 boulevard Pierre Carle, 77186 Noisiel, for the transfer by the Transferors to the Assignee of certain trademarks, designs, domain names and patents (the "IP Transfer Agreement"), which provides in its Article 5 (*Post-Completion Covenant – Wrong pocket clause*) that the Transferors shall, in circumstances where Business IP necessary to the Group Companies had not been duly transferred on the Completion Date, transfer or licence (as the case may be) to the Assignee any missing Business IP for no additional consideration,

(ii) therefore, for good and valuable consideration received as part of the IP Transfer Consideration (as such term is defined in the IP Transfer Agreement), the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

The U.S. trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein, including, without limitation, all registrations and applications for registration therefor listed in Exhibit A hereto, together with the whole of the good will of the business associated therewith, (the "Trademarks").

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the IP Transfer Agreement.

Said Trademarks to be held and enjoyed by Assignee, successor to the business or portion of the business of the Assignor to which the Trademarks pertain, which business is ongoing and existing, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trademarks, with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

SW *AM*

From and after the date hereof, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

Société des Produits Nestlé S.A.



By: *P. Tell*
Name: *Philip NELLOR*
Title: *Authorized Signatory*
Date: *23 MAI 2016*

Davigel Equity Holdings SAS

By: *Sarah Whibley* *SARAH WHIBLEY*
Name: ~~*Stuart Smith*~~ *BRAKE BROS LIMITED*
Title: *President*
Date: *7 JULY 2016*



EXHIBIT A

Mark	App. No. / Serial No.
<p data-bbox="407 443 776 468">CRÉATION BRIGADE w/ "Chef's hat"</p> 	<p data-bbox="1101 443 1203 468">86590737</p>
<p data-bbox="542 722 643 747">DAVIGEL</p>	<p data-bbox="1101 722 1203 747">86590742</p>
<p data-bbox="451 774 732 800">TERRE & MER w/ "Animals"</p> 	<p data-bbox="1101 774 1203 800">86590732</p>

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