

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intercontinental Great Brands LLC		10/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Back To Nature Foods Company, LLC		
Street Address:	10641 Airport Pulling Rd		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1665159	BACK TO NATURE	
Registration Number:	3032841	BACK TO NATURE	
Registration Number:	3463095	BACK TO NATURE	
Registration Number:	3072962	BACK TO NATURE EST 1960	
Registration Number:	5030417	BACK TO NATURE SINCE 1960	
Registration Number:	4519599	BACK TO NATURE SINCE 1960	
Registration Number:	3791530	BACK TO NATURE SINCE 1960	
Registration Number:	3035362	CRAZY BUGS	
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:	2027878220		
Email:	joanna.crosby@hklaw.com		
Correspondent Name:	Joanna Crosby		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Joanna D. Crosby		

OP \$215.00 1665159

SIGNATURE:	/joannadcrosby/
DATE SIGNED:	10/09/2017
Total Attachments: 9 source=m_10_09_2017_06_37_01_036#page1.tif source=m_10_09_2017_06_37_01_036#page2.tif source=m_10_09_2017_06_37_01_036#page3.tif source=m_10_09_2017_06_37_01_036#page4.tif source=m_10_09_2017_06_37_01_036#page5.tif source=m_10_09_2017_06_37_01_036#page6.tif source=m_10_09_2017_06_37_01_036#page7.tif source=m_10_09_2017_06_37_01_036#page8.tif source=m_10_09_2017_06_37_01_036#page9.tif	

BACK TO NATURE
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated October 02, 2017, is made by and between **INTERCONTINENTAL GREAT BRANDS LLC**, a Delaware limited liability company, with a principal place of business at 100 Deforest Avenue, East Hanover, New Jersey 07936 (“**Assignor**”), and **BACK TO NATURE FOODS COMPANY, LLC**, a Delaware limited liability company, with a principal place of business at 10641 Airport Pulling Road, Naples, Florida 34109 (“**Assignee**”) (“**Agreement**”).

WHEREAS, pursuant to Section 5(e) of The Trademark License between Assignor and Assignee, dated, October 28, 2012, ("The Trademark License") Assignor agreed to assign and transfer Assignor's right, title and interest in all of the Trademarks, and all of the Sub-Brands that are exclusively related to the Business;

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

1. DEFINITIONS

The words "Trademarks", "Sub-Brands", "Goods" and "Business" as used herein shall each have the same meaning set forth in The Trademark License, except that, with respect to trademark applications and registrations the word "Trademarks" herein shall refer solely to the trademark applications and registrations set forth in Schedule A herein.

2. ASSIGNMENT

Assignor hereby assigns to the Assignee all its right, title, and interest in the Trademarks, and, all of the Sub-Brands that are exclusively related to the Business, including in each case:

- (a) any trademark applications and any registrations granted pursuant to any of the trademark applications;
- (b) any goodwill associated with such Trademarks and exclusive Sub-brands;
- (c) any rights to prosecute and maintain any trademark applications and any trademark registrations;
- (d) the right to bring, make, oppose, defend and appeal any proceedings, claims or actions and obtain relief (and to retain any damages recovered, settlement payments received and other proceeds therefrom) in respect of infringement or any other cause of action arising from ownership of any such Trademarks or exclusive Sub-Brands, whether occurring before, on, or after the date of this Agreement.

BACK TO NATURE
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated October 2, 2017, is made by and between **INTERCONTINENTAL GREAT BRANDS LLC**, a Delaware limited liability company, with a principal place of business at 100 Deforest Avenue, East Hanover, New Jersey 07936 (“**Assignor**”), and **BACK TO NATURE FOODS COMPANY, LLC**, a Delaware limited liability company, with a principal place of business at 30641 Airport Pulling Road, Naples, Florida 34109 (“**Assignee**”) (“**Agreement**”).

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- (a) any trademark applications and any registrations granted pursuant to any of the trademark applications;
- (b) any goodwill associated with such Trademarks and exclusive Sub-brands;
- (c) any rights to prosecute and maintain any trademark applications and any trademark registrations;
- (d) the right to bring, make, oppose, defend and appeal any proceedings, claims or actions and obtain relief (and to retain any damages recovered, settlement payments received and other proceeds therefrom) in respect of infringement or any other cause of action arising from ownership of any such Trademarks or exclusive Sub-Brands, whether occurring before, on, or after the date of this Agreement.

3. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

The Assignee acknowledges that the Assignor does not make any representations or warranties whatsoever in this Agreement and that all warranties and representations in relation to the Trademarks and the exclusive Sub-Brands which are the subject of this Agreement are exclusively contained in and governed by Section 5(e) of The Trademark License.

4. GOVERNING LAW

This Agreement and any non-contractual or other obligations arising out of or in connection with it are governed by the laws of the State of New York, without regard to any conflicts of law provisions of the State of New York that would result in the application of the law of any other jurisdiction.

5. JURISDICTION

Any action or proceeding seeking to enforce any provision of, or arising out of or relating in any manner to, this Agreement must be brought against any of the parties in the state and federal located in Borough of Manhattan, New York, New York, and each of the parties consents to, and shall not challenge, the jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceedings and waives any objection to venue laid therein.

6. EXECUTION

The parties agree that this Agreement shall be formed and come into effect when each of the following has occurred in the following sequence: (1) first, the Assignee has executed and delivered a counterpart of this Agreement (which counterpart can be delivered electronically); and (2) second, the Assignor has executed a counterpart of this Agreement. Each of the counterparts when executed is an original and all of which together evidence the same agreement.

Each person who executes this Agreement on behalf of a party as an authorized signatory or under power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so.

[Signature page follows]

Intercontinental Great Brands LLC

By: Intercontinental Brands I.L.C

Its: Sole Member

By: 

Name: Elen M. Smith

Title: Assistant Secretary

Back To Nature Foods Company, LLC

By: _____

Name: Vincent V. Fantegrossi

Title: Chief Executive Officer

[Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006177 FRAME: 0611

Intercontinental Great Brands LLC

By: Intercontinental Brands LLC

Its: Sole Member

By: _____

Name: _____

Title: _____

Back To Nature Foods Company, LLC

By: 

Name: Vincent V. Fantegrossi

Title: Chief Executive Officer

[Intellectual Property Assignment Agreement]

TRADEMARK

REEL: 006177 FRAME: 0612

Exhibit A

Country	Trademark	App. No.	Reg. No.
Canada	BACK TO NATURE	1192891	TMA751252
Canada	BACK TO NATURE	1192892	TMA750747
Canada	BACK TO NATURE DÉLICIES DE LA NATURE and Leaf Design	1421551	TMA814488
China	BACK TO NATURE and Leaf Design	Filed 27-Jun-17 Soup, processed nuts, seeds, prepared, mixed dried fruit, dried fruit, snacks, mainly fruit or vegetables in Class 29	
China	BACK TO NATURE and Leaf Design	Filed 27-Jun-17 Cereal-based snack food, cereal preparations, husked oats, cookies, crackers, pasta, chocolate-coated nuts, chocolate, sugar, porridge in Class 30	
China	BACK TO NATURE and Leaf Design	Filed 27-Jun-17 Non-alcoholic fruit juice beverages, fruit juice	
Colombia	BACK TO NATURE SINCE 1960 & Leaf Design	143362017	

Country	Trademark	App. No.	Reg. No.
Costa Rica	BACK TO NATURE	20085741	183457
Costa Rica	BACK TO NATURE	20085725	183559
Dominican Republic	BACK TO NATURE SINCE 1960 & Leaf Design	20179310	240027
European Union	BACK TO NATURE & Design (sun, water and mountain label)	4393948	4393948
Hong Kong	BACK TO NATURE SINCE 1960 & Leaf Design	304183984	
Ireland	BACK TO NATURE	2005/00459	231844

Country	Trademark	App. No.	Reg. No.
Ireland	Back to Nature Design w/o words	200502189	233257
Mexico	BACK TO NATURE SINCE 1960 & Leaf Design	1818135	
Mexico	BACK TO NATURE SINCE 1960 & Leaf Design	1818136	1734665
Mexico	BACK TO NATURE SINCE 1960 & Leaf Design	1818133	
Panama	BACK TO NATURE	17146301	17146301
Panama	BACK TO NATURE	17146501	17146501
United Kingdom	BACK TO NATURE & Design (sun, water and mountain label)	2393743	2393743

Country	Trademark	App. No.	Reg. No.
United Kingdom	BACK TO NATURE	2375014	2375014
United States of America	BACK TO NATURE	73126474	1665159
United States of America	BACK TO NATURE	78275422	3032841
United States of America	BACK TO NATURE	77070088	3463095
United States of America	BACK TO NATURE EST 1960 & Design	78490527	3072962
United States of America	BACK TO NATURE SINCE 1960 & Leaf Design	86819763	5030417
United States of America	BACK TO NATURE SINCE 1960 & Leaf Design	77694085	4519599
United States of America	BACK TO NATURE SINCE 1960 & Leaf Design	77979206	3791530
United States of America	CRAZY BUGS	78508690	3035362

Unregistered exclusive sub-brand: JUICE CHILLERS