

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
nSpired Natural Foods, Inc.		09/24/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Hain Celestial Group, Inc.		
Street Address:	1111 Marcus Avenue		
City:	Lake Success		
State/Country:	NEW YORK		
Postal Code:	11042		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1250605	SUNSPIRE	
Registration Number:	3748435	SUNSPIRE	
Registration Number:	3748436	SUNSPIRE	
Registration Number:	1748713	SUNDROPS	
Registration Number:	1907898	TROPICAL SOURCE	
CORRESPONDENCE DATA			
Fax Number:	5166730255		
<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:	5165875862		
Email:	IP@hain.com		
Correspondent Name:	Kristy Meringolo		
Address Line 1:	1111 Marcus Avenue		
Address Line 4:	Lake Success, NEW YORK 11042		
NAME OF SUBMITTER:	Kristy Meringolo		
SIGNATURE:	/kristymeringolo/		
DATE SIGNED:	09/24/2019		
Total Attachments: 4			
source=Assignment Nspired Natural Foods Inc. into The Hain Celestial Group Inc. 9.24.19#page1.tif			

CH \$140.00 1250605

source=Assignment Nspired Natural Foods Inc. into The Hain Celestial Group Inc. 9.24.19#page2.tif
source=Assignment Nspired Natural Foods Inc. into The Hain Celestial Group Inc. 9.24.19#page3.tif
source=Assignment Nspired Natural Foods Inc. into The Hain Celestial Group Inc. 9.24.19#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on September 24, 2019, (the "*Agreement*"), by and among The Hain Celestial Group, Inc., a Delaware corporation located at 1111 Marcus Avenue, Lake Success, NY 11042 ("*Assignee*"), NSpired Natural Foods, Inc., a Delaware corporation located at 1111 Marcus Avenue, Lake Success, NY 11042, (the "*Assignor*").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks listed in attached Schedule A (the "Marks"); and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks.

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

1. Assignor hereby assigns, transfers, conveys and delivers unto Assignee all right, title, and interest in and to the Marks worldwide, together with the goodwill of the business symbolized by the Marks, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor, together with all the trademarks, service marks, trade names, social media handles and user names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all benefits, privileges, causes of action, claims for damages by reason of past, present or future infringements or other violations of any rights of the Marks, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply

for and maintain all such applications, registrations, renewals and/or extensions), with the right to sue for, and settle and retain proceeds from such actions, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives. Assignor makes this assignment to the successor to the Assignor's business, or portion of the business to which the Marks pertain, to the extent that that business is ongoing and existing.

2. Assignor hereby agrees to take all actions necessary, and execute any documents required, to perfect Assignee's ownership of the Marks or exploit the Marks.

3. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

NSpired Natural Foods, Inc.

By: *Mark L. Schiller*

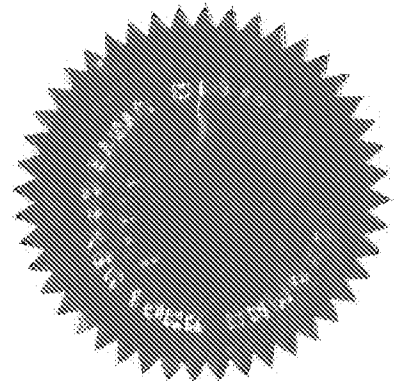
Name: Mark L. Schiller

Title: Chief Executive Officer

County of Nassau

State of New York

MELISSA A. SCHOMBS
NOTARY PUBLIC-STATE OF NEW YORK
No. 015C6023848
Qualified In Suffolk County
Certified in New York and Nassau Counties
My Commission Expires May 03, 2023



Sworn to before me on this 24th day of September 2019

Melissa A. Schombs
Notary

ASSIGNEE:

THE HAIN CELESTIAL GROUP, Inc.

By: *Kristy Meringolo*

Name: Kristy Meringolo

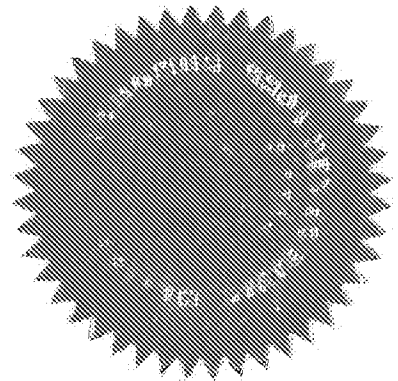
Title: Senior Vice President and General Counsel

County of Nassau

State of New York

Sworn to before me on this 24th day of September 2019

Melissa A. Schombs
Notary



MELISSA A. SCHOMBS
NOTARY PUBLIC-STATE OF NEW YORK
No. 015C6023848
Qualified In Suffolk County
Certified in New York and Nassau Counties
My Commission Expires May 03, 2023

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUNSPIRE	Hong Kong	302141568	17-Jan-2012	302141568	17-Jan-2012
SUNSPIRE	Canada	1032475	14-Oct-1999	TMA556344	11-Jan-2002
SUNSPIRE	Japan	11(1999)-96274	25-Oct-1999	44118050	22-Sep-2000
SUNSPIRE	United States	73351364	22-Feb-1982	1250605	06-Sep-1983
SUNSPIRE	United States	77648006	13-Jan-2009	3748435	16-Feb-2010
SUNSPIRE	United States	77648007	13-Jan-2009	3748436	16-Feb-2010
SUNDROPS	United States	74199707	3-Sep-91	1748713	26-Jan-93
TROPICAL SOURCE	United States	74414671	20-Jul-1993	1907898	25-Jul-1995
TROPICAL SOURCE	Canada	0741594	24-Nov-1993	TMA439250	10-Feb-1995