

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM792103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hain Celestial Group, Inc.		12/15/2022	Corporation: DELAWARE
Westbrae Natural Foods, Inc.		12/15/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Franklin Foods, Inc.		
Street Address:	1016 E. Weisgarber Road		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37909		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2555366	WESTBRAE NATURAL	
Registration Number:	2677645	WESTBRAE NATURAL	
Registration Number:	3098755	WESTBRAE NATURAL	
CORRESPONDENCE DATA			
Fax Number:	7038362021		
<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:	7038366620		
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 King Street, Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		
ATTORNEY DOCKET NUMBER:	1030822-001171		
NAME OF SUBMITTER:	Bassam N. Ibrahim		
SIGNATURE:	/Bassam N. Ibrahim/		
DATE SIGNED:	03/06/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of December 15, 2022, is entered into by and among The Hain Celestial Group, Inc., a Delaware corporation ("Seller"), Westbrae Natural Foods, Inc., a California corporation ("Trademark Subsidiary") and together with Seller, "Assignors"), and Franklin Foods, Inc., a Tennessee corporation ("Assignee").

RECITALS

WHEREAS, Seller and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 15, 2022 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to, and has agreed to cause Trademark Subsidiary to, irrevocably convey, transfer, and assign all of their rights, title and interests in the Trademarks contained in the Purchased Assets; and

WHEREAS, this Trademark Assignment is being entered into as a deliverable in connection with the Closing of the transaction contemplated under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, including the amount of \$10.00, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing, Assignors hereby irrevocably convey, transfer, and assign to Assignee, all of Assignors' right, title, and interest in and to the following:

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, in any jurisdiction in which the Assigned Trademarks are registered;

(b) all rights, including any common law trademark rights, of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, or breach of the

Assigned Trademarks, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the appropriate office or agency in any other jurisdiction in which the Assigned Trademarks are registered to record and register this Trademark Assignment upon request by Assignee.

4. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered pursuant to the terms of the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law; Disputes. This Trademark Assignment shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, without reference to conflicts of law principles.

6. Successors and Assigns. The terms, covenants, and provisions of this Trademark Assignment shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignors, their successors, assigns, and other legal representatives.

7. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be effective as of the date first above written.

SELLER:

THE HAIN CELESTIAL GROUP, INC., a
Delaware corporation

Address: 1111 Marcus Ave., Lake Success, New
York, 11042 USA

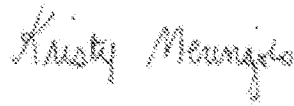


By: _____
Name: Christopher J. Bellairs
Title: Executive Vice President and
Chief Financial Officer

TRADEMARK SUBSIDIARY:

WESTBRAE NATURAL FOODS, INC., a
California corporation

Address: 1111 Marcus Ave., Lake Success, New
York, 11042 USA



By: _____
Name: Kristy M. Meringolo
Title: Corporate Secretary

ASSIGNEE:

FRANKLIN FOODS, INC., a Tennessee
corporation

Address: c/o Bush Brothers & Company, 1016 E.
Weisgarber Road., Knoxville, Tennessee 37909

By: _____
Name: Cynthia Gibson
Title: President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be effective as of the date first above written.

SELLER:

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By: _____
Name:
Title:

TRADEMARK SUBSIDIARY:

WESTBRAE NATURAL FOODS, INC., a
California corporation

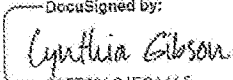
Address: 1111 Marcus Ave., Lake Success, New
York, 11042 USA

By: _____
Name:
Title:

ASSIGNEE:

FRANKLIN FOODS, INC., a Tennessee
corporation

Address: c/o Bush Brothers & Company, 1016 E.
Weisgarber Road., Knoxville, Tennessee 37909

By:  _____
Name: Cynthia Gibson
Title: President

[Signature Page to Trademark Assignment]

SCHEDULE 1

ASSIGNED TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Goods and Services</u>	<u>Registration Date</u>
United States	WESTBRAE NATURAL	2555366	Class 29: canned vegetables Class 30: mustards, catsups	April 2, 2002
United States	WESTBRAE NATURAL & Design	2677645	Class 29: canned vegetables, non dairy soy based food beverages for use as a milk substitute, and non dairy creamers	January 21, 2003
United States	WESTBRAE NATURAL & Design	3098755	Class 30: mustards, catsups	May 30, 2006
Australia	WESTBRAE	386813	Class 29: all goods included in this class	January 28, 1983
Australia	WESTBRAE	386812	Class 30: all goods included in this class	January 28, 1983
China	WESTBRAE NATURAL	14408581	Class 30: mustard, tomato sauce (seasoning)	May 28, 2015
China	WESTBRAE NATURAL (Chinese characters)	14408580	Class 29: Canned vegetables, soup powder, canned beans	June 14, 2015
China	WESTBRAE NATURAL	14408582	Class 29: Canned vegetables, soup powder, canned beans	June 14, 2015
China	WESTBRAE NATURAL (Chinese characters)	14408579	Class 30: mustard, tomato sauce (seasoning)	May 28, 2015
Hong Kong	WESTBRAE NATURAL & Design	301020987	Class 29: Canned vegetables, canned beans, soups, soup mixes; meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats Class 30: Mustards, catsups, rice cakes, pastas, rice, miso bean paste, barley miso and soy	June 12, 2008

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Goods and Services</u>	<u>Registration Date</u>
			bean miso; coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice	
Hong Kong	WESTBRAE NATURAL & Design	301021021	Class 29: Canned vegetables, canned beans, soups, soup mixes; meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats Class 30: Mustards, catsups, rice cakes, pastas, rice, miso bean paste, barley miso and soy bean miso; coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice	June 12, 2008
New Zealand	WESTBRAE	163229	Class 29: Preserved, dried and cooked fruits and vegetables including nuts and seeds in this class, edible oils and fats; butter, jellies, jams and fruit spreads	April 26, 1989