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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI123029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nutrinova Germany GmbH		12/04/2023	GmbH: GERMANY

RECEIVING PARTY DATA

Company Name:	Nutrinova Netherlands B.V.		
Street Address:	Strawinskylaan 3105		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1077 ZX		
Entity Type:	Private Limited Liability Company : NETHERLANDS		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75441722	NUTRINOVA
Serial Number:	74571002	SUNETT
Serial Number:	98116887	NUTRINOVA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2128487272

Email: Austin.Grossfeld@shearman.com,roque.rodriguez@shearman.com

Correspondent Name: Austin Grossfeld
Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	01409-8
NAME OF SUBMITTER:	Roque Rodriguez
SIGNATURE:	Roque Rodriguez
DATE SIGNED:	03/27/2024

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("<u>Assignment</u>"), dated as of December 4, 2023, is entered into by and between Nutrinova Germany GmbH, with its registered office located at Am Unisys-Park 1, 65843 Sulzbach im Taunus, Hessen Germany ("<u>Assignor</u>"), and Nutrinova Netherlands B.V., having a place of business at Strawinskylaan 3105, 1077 ZX Amsterdam, the Netherlands (the "<u>Assignee</u>") (each a "<u>Party</u>" and collectively, the "<u>Parties</u>").

WHEREAS, pursuant to the terms and subject to the conditions of the Sale and Purchase Agreement, dated and executed June 22, 2023 by Assignor and Assignee (the "<u>Purchase Agreement</u>"), Assignor sold, assigned, conveyed and transferred certain assets to Assignee, including the intellectual property set forth on Schedule A (the "Transferred IP"); and

WHEREAS, the Parties now wish to confirm the sale, assignment, conveyance and transfer of the Transferred IP from Assignor to Assignee for purposes of recordation of Assignee's right, title and interest in and to the applications and registrations included in the Transferred IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

- 1. <u>Transfer of Transferred IP</u>. Effective as of the date of the Purchase Agreement and pursuant to the Purchase Agreement, Assignor sells, assigns, conveys and transfers to Assignee of all of Assignor's right, title and interest in and to the Transferred IP and any and all goodwill of the business symbolized by the trademarks therein, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. <u>No Claims</u>. Neither Assignor nor any of its Affiliates, nor its or their respective directors, officers, employees, agents and advisors (together, "<u>Representatives</u>") (a) makes any representation or warranty in this Assignment, express or implied, at law or in equity, in respect of the Transferred IP; or (b) will have, or be subject to, any liability or indemnification obligation to Assignee, any of its Representatives or any other entity or person resulting from this Agreement. To the extent the terms and provisions of this Agreement conflict with the Purchase Agreement, the terms and provisions of the Purchase Agreement, as applicable, shall control. Each Party shall cause its respective Representatives to comply with this <u>Section 2</u>.
- 3. <u>Further Assurances</u>. Assignor shall, at the cost and expense of Assignor, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Transferred IP.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent that applicable local law mandatorily applies to the transfer of title of the Transferred IP hereunder.

5. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

NUTRINOVA GERMANY GMBH

Name: Title:

By: _____ Name. Title:

Frank Goergen Head of Quality & Food Safety Management

Proxi Holdes

NUTRINOVA NETHERLANDS B.V.

Name: G. Vitarelli

Title: COO

Date: 28 February 2024

Name: Y. Yamakawa

Title: CEO

Date: 28 February 2024

Schedule A

Trademarks

Mark Name	Country	Status	Application	Filed Date	Registratio	Registration
			Number		n Number	Date
NUTRINOVA	United	Registered	75-441722	02-27-1998	2494624	10-02-2001
	States of					
	America					
SUNETT	United	Registered	74-571002	09-08-1994	1924952	10-10-1995
	States of					
	America					
NUTRINOVA	United	Pending	98116887	08-04-2023		
(Logo)	States of					
	America					

Patents

Title	Status	Country	Application	Filed	Patent	Grant Date	Expiry Date
			Number	Date	No.		
Method to	Granted	United	13/640328	04-13-	8658830	02-25-2014	04-13-2031
Recover Organic		States of		2011			
Tertiary Amines		America					
from Waste							
Sulfuric Acid							
Method for the	Granted	United	13/640330	04-13-	8496905	07-30-2013	04-13-2031
Manufacture of		States of		2011			
an Ammonium		America					
Sulfate							
Composition							
Process for	Granted	United	13/901735	05-24-	9024016	05-05-2015	05-24-2033
producing		States of		2013			
acesulfame		America					
potassium							
Process for	Granted	United	15/431665	02-13-	RE48464	03-16-2021	02-13-2037
producing		States of		2017			
acesulfame		America					
potassium							
Process For	Applicati	United	17/194645	03-08-			
Producing	on	States of		2021			
Acesulfame		America					
Potassium							

Title	Status	Country	Application	Filed	Patent	Grant Date	Expiry Date
			Number	Date	No.		
Taste-masking	Granted	United	13/630384	09-28-	9138011	09-22-2015	03-07-2033
compositions,		States of		2012			
sweetener		America					
compositions and							
consumable							
product							
compositions							
containing the							
same							