507940928 06/05/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7988064

SUBMISSION TYPE:	NEW ASSIGNMENT							
NATURE OF CONVEYANCE: ASSIGNMENT								
SEQUENCE: 1								
CONVEYING PARTY DATA								
Name Execution Date								
CONOPCO, INC. 10/01/2021								
RECEIVING PARTY DATA								
Name: UNILEVER	MANUFACTURING (US), INC.							
Street Address: 1209 ORAN	IGE STREET							
Internal Address: CORPORAT	TION TRUST CENTER							
City: WILMINGTO	NC							
State/Country: DELAWARE	E							
Postal Code: 19801								
PROPERTY NUMBERS Total: 1 Property Type								
Application Number: 1165	Number							
CORRESPONDENCE DATA								
)672-5399							
	e-mail address first; if that is unsucces hat is unsuccessful, it will be sent via L							
	672-5300	oo man.						
Email: esali	mova@foley.com							
Correspondent Name: FOL	EY & LARDNER LLP							
Address Line 1: 3000	K STREET, N.W. SUITE 600							
Address Line 4: WAS	SHINGTON, D.C. 20007-5109							
ATTORNEY DOCKET NUMBER:	06-0236-UNI (007951007)							
NAME OF SUBMITTER:	ELINA SALIMOVA							
SIGNATURE:	/Elina Salimova/							
DATE SIGNED:	06/05/2023							
Total Attachments: 15								
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Linklaters

USA Design Right and Patent Assignment Deed (Conopco, Inc.)

Effective 1 October 2021

CONOPCO, INC.

and

UNILEVER MANUFACTURING (US), INC.

Ref: L-296159

USA Design Right and Patent Assignment Deed (Conopco, Inc.)

This Deed ("Deed") is made on <u>1</u> October 2021 between:

- (1) CONOPCO, INC., a New York corporation with its principal office at 700 Sylvan Avenue, Englewood Cliffs, NJ 07632, United States of America, which expression where the context so admits shall include its successors and assigns ("Assignor"); and
- (2) UNILEVER MANUFACTURING (US), INC., a Delaware corporation, with registered number 4990264 and whose registered office is at 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, United States, which expression where the context so admits shall include its successors and assigns ("Assignee"),

each, a "Party", and together, the "Parties".

Whereas:

- (A) Assignor has agreed to transfer certain registered design rights and patents, and applications therefor, to Assignee on the terms of this Deed.
- (B) Assignee is the successor to the ongoing and existing business of Assignor to which the assigned design rights and patents pertain.

It is agreed as follows:

1 Definitions and interpretation

In this Deed, unless the context otherwise requires, the provisions in this Clause 1 apply.

1.1 Definitions

"Effective Time" means 12.01a.m. (London time) on 1 October 2021;

"**Design Rights**" means the registered designs and applications for registered designs set out in Schedule 1; and

"**Patents**" means the registered patents and applications for registered patents set out in Schedule 2.

1.2 Interpretation

In this Deed, unless otherwise specified:

1.2.1 Clauses, Headings and Schedules

References to this Deed shall include any Schedules to it and references to Clauses and Schedules are to Clauses of, and Schedules to, this Deed. Headings shall be ignored in construing this Deed.

1.2.2 References to persons and companies

References to:

- a person shall include any individual, company, partnership or unincorporated association (whether or not having separate legal personality); and
- (ii) a company shall include any company, corporation or any body corporate, wherever incorporated.

1.2.3 References to English legal terms or concepts

References to:

- (i) any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction; and
- (ii) a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time.

1.2.4 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.2.5 Non-limiting effect of words

The words "including", "include", "in particular", and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2 Assignment

On and subject to the terms of this Deed, and with effect from the Effective Time, Assignor hereby assigns to Assignee, for good and valuable consideration:

- **2.1** all of its right, title and interest in and to the Design Rights and the Patents;
- **2.2** the entitlement to any registrations granted pursuant to any of the applications comprised within the Design Rights and the Patents; and
- **2.3** all rights of action arising or accrued relating to the Design Rights and the Patents, including the right to take and defend proceedings for infringement of the Design Rights and the Patents and other causes of action arising from ownership of any of the Design Rights and the Patents, and all rights to seek, recover and retain damages and an account of profits and all other remedies for all past, current and future infringements or misuse of the Design Rights and the Patents.

3 Exclusion of Warranties

Assignor excludes all warranties (express or implied) in relation to the Design Rights and the Patents.

4 General

4.1 Further Assurance

Without prejudice to any restriction or limitation on the extent of any Party's obligations under this Deed, each of the Parties (including, for the avoidance of doubt, any successors and assigns) shall at the Assignee's cost, from time to time, so far as each is reasonably able, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the Party concerned as they consider necessary to transfer the Design Rights and the Patents to Assignee or otherwise to give Assignee the full benefit of this Deed, including the Assignor, at the Assignee's cost, doing all such acts and/or executing all such documents as necessary for the Assignee to record the Assignee on relevant registers of Intellectual Property Rights as the proprietor of the Design Rights and the Patents.

4.2 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of, or enjoy any benefit under, this Deed.

4.3 Assignability

Neither Party may, without the prior written consent of the other Party, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Deed.

4.4 Counterparts

This Deed may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.

4.5 Amendment

No amendment of this Deed (or of any of the documents referred to in this Deed) shall be valid unless it is in writing and executed by or on behalf of each of the Parties to it.

4.6 Invalidity

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to so delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall (subject to any deletion or modification made under the first sentence of this Clause 4.6) not be affected.

4.7 Whole Agreement

This Deed contains the whole agreement between the Parties relating to the subject matter of this Deed at the Effective Time to the exclusion of any terms implied by law which may be excluded by contract and supersede any previous written or oral agreement between the Parties in relation to the matters dealt with in this Deed and such other documents.

4.8 Transfer Taxes

Assignee shall bear the cost of all stamp taxes, any notarial fees and all registration and transfer taxes and duties or their equivalents where such fees, taxes and duties are payable as a result of the transfer, in accordance with this Deed, of the rights, title and interest in and to the Design Rights and the Patents and applications therefor. Assignee shall arrange the payment of such taxes, fees and duties, including fulfilling any administrative or reporting obligation imposed in connection with such payment.

5 Law and Jurisdiction

5.1 This Deed and any non-contractual obligations arising out of or in connection with this Deed, shall be governed by and construed in accordance with English law.

5.2 Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed, and that accordingly any proceedings arising out of or in connection with this Deed shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such courts on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

6 Service of Process

- **6.1** Assignor hereby irrevocably appoints Unilever PLC of 100 Victoria Embankment, London EC4Y 0DY as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by Assignor. Assignor shall inform Assignee in writing of any change of address of such process agent within 14 days of such change. If such process agent ceases to be able to act as such or to have an address in England, Assignor irrevocably agrees to appoint a new process agent in England acceptable to Assignee and to deliver to Assignee within 14 days a copy of a written acceptance of appointment by the process agent.
- **6.2** Assignee hereby irrevocably appoints ekaterra Research and Development UK Limited of Colworth Park, Sharnbrook, Bedford, MK44 1LQ (for the attention of Zbigniew Lewicki) as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Deed, service upon whom shall be deemed completed whether or not forwarded to or received by Assignee. Assignee shall inform Assignor in writing of any change of address of such process agent within 14 days of such change. If such process agent ceases to be able to act as such or to have an address in England, Assignee irrevocably agrees to appoint a new process agent in England acceptable to Assignor and to deliver to Assignor within 14 days a copy of a written acceptance of appointment by the process agent.

[Signature page follows]

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In witness whereof this Deed has been duly executed as a deed and delivered on the date stated at the beginning .

SIGNED by

on behalf of **CONOPCO**, **INC.** and thereby executed by it as a DEED

DocuSigned by:

Signature

SIGNED by

on behalf of UNILEVER MANUFACTURING (US), INC. and thereby executed by it as a DEED DocuSigned by: Sec. or BD071A2838E2ACF.

Signature

DM7871US	DM3526US1	DM3341US1	DM3333US2	DM3333US1	DM3332US2	DM3332US1	DM7786US	DM6314US	DM6315US	DM7996US1	DM7998US1	DM7997US1	DM2620US	Record ID
CONTAINER	CARTON FOR TEA BEVERAGE	CARTON	CAPSULE	CAPSULE	CAPSULE	CAPSULE	BREWING DEVICE	BOTTLE WITH CAP	BOTTLE	BLACK SACHET	BLACK DOYPACK	BLACK BOX	AJAR	Design Title
Industrial Design	Industrial Design	Industrial Design	Industrial Design	Design Type										
		09.03								09.05	09.05	09.03		
Registered	Registered	Registered	Registered	Class(es) Status										
22-Dec-2011	22-Apr-2020	11-Nov-2015	12-Sep-2013	12-Sep-2013	12-Sep-2013	12-Sep-2013	11-Feb-2011	29-Jan-2013	29-Jan-2013	14-Jul-2017	14-Jul-2017	14-Jul-2017	03-Apr-2012	Application Date
29/409324	29/732233	29/545270	29/466853	29/466853	29/466849	29/466849	29/385267	29/444291	29/444293	29/610671	29/610673	29/610672	29/417386	Application
25-Sep-2012 D667700	31-Aug-2021 D929224	25-Jul-2017 D792758	23-Aug-2016 D764270	23-Jun-2015	12-Apr-2016 D753480	23-Jun-2015 D732386	03-Apr-2012	15-Sep-2015 D738737	18-Aug-2015	21-May-2019	30-Apr-2019	16-Apr-2019	17-Dec-2013	Registration Date
D667700	D929224	D792758	D764270	D732387	D753480	D732386	D656771	D738737	D736639	D848861	D847000	D845759	D695620	Registration Number
Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/t UNILEVER	Conopco, lnc., d/t UNILEVER	Conopco, Inc., d/t UNILEVER	PATE										

Schedule 1 Design Rights

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PATENT REEL: 063849 FRAME: 0326

DM3372US1	DM3371US1	DM3370US1	DM3343US1	DM3342US1	DM7800US	DM7957US	DM7755US	DM3525US1	DM3340US1	DM7796US	DM7957US2	DM7957US1	DM70053US1	DM7871US1	Record ID
TRANSPARENT CONTAINER WITH LID AND COLOURED LABEL	TRANSPARENT CONTAINER WITH LID AND COLOURED LABEL	TRANSPARENT CONTAINER WITH LID AND COLOURED LABEL	TIN	TIN	TEA CAPSULE	TABLEWARE	POUCH, ESPECIALLY FOR PACKAGING FOOD	PACKAGING FOR FOODSTUFFS	PACKAGING CARTON	PACKAGING BOX	LIPTON TABLEWARE POT	LIPTON TABLEWARE CUP	Drawer for boxes	CONTAINER	Design Title
Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Design Type
09.01	09.01	09.01	09.03	09.03					09.03				09.03		Class(es
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Pending	Registered	Registered	Registered	Registered	Pending	Registered	Status
08-Feb-2017	08-Feb-2017	08-Feb-2017	30-Nov-2015	30-Nov-2015	11-Apr-2011	08-Apr-2015	03-Feb-2010	20-Dec-2019	31-Mar-2016	13-Apr-2011	08-Apr-2015	08-Apr-2015	23-Jul-2019	22-Dec-2011	Application Date
29/593354	29/593353	29/593349	29/546944	29/546946	29/389346	29/523252	29/355134	29/718183	29/559764	29/389529	29/523252	29/523252	29/699125	29/409325	Application
16-Oct-2018	13-Nov-2018	11-Sep-2018	07-Feb-2017	04-Sep-2018	29-May-2012	06-Dec-2016	14-Sep-2010		25-Apr-2017	02-Jul-2013	20-Nov-2018	12-Sep-2017		02-Oct-2012	Registration Date
D830844	D833292	D828176	D778156	D827440	D660645	D773,321	D623536		D784807	D685264	D833796	D796907		D668118	Registration
Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, lnc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, lnc., d/b/a UNILEVER	Conopco, Inc., d/t	Conopco, Inc., d/t	Conopco, Inc., d/t	Conopco, Inc., d/t	Conopco, Inc., d/t N	T

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DM3355US1	DM3378US1	DM3377US1	DM3376US1	DM3375US1	DM3374US1	DM3373US1	7.00 0.00 19
TRANSPARENT CONTAINER WITH LID AND LABEL	TRANSPARENT CONTAINER WITH LID AND COLOURED LABEL	Design Title					
Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Industrial Design	Design Type
09.01	09.01	09.01	09.01	09.01	09.01	09.01	Class(es)
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
08-Feb-2017	08-Feb-2017	08-Feb-2017	08-Feb-2017	08-Feb-2017	08-Feb-2017	08-Feb-2017	Application Date
29/593344	29/593367	29/593364	29/593362	29/593361	29/593360	29/593356	Application
16-Oct-2018	09-Oct-2018	04-Sep-2018	09-Oct-2018	25-Sep-2018	02-Oct-2018	16-Oct-2018	Registration Date
D830843	D830191	D827446	D830190	D829104	D829560	D830845	Registration
Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/ł UNILEVER	Conopco, Inc., d/t UNILEVER	Conopco, Inc., d/t UNILEVER	Applicatio

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Schedule 2 Patents

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F8095USw	F3539USw	F3539USw1	F3560US1w	F3564USw	F3565USw	F3617USw	F3638USw	F3646USw	F2125USw	F3685USw
Tea brewing method and cartridge	FRESHBREW: Fast-infusing large leaf	FRESHBREW: Fast-infusing large leaf	UTOPIA – Direct hot tool forming (of PLA or PET)	UTOPIA – Multistage cold forming	UTOPIA – Multistage hot forming	George: Recognition system 2	George: Capsule with leaf-shaped rim	George: Capsule recognition w. code patterns	SUPERLEAF: Coating soluble tea solids on inert tea matrix	George - Modular Packaging
Granted	Granted	Granted	Granted	Granted	Granted	Granted	Pending	Pending	Granted	Pending
23-Jun-2011	15-Jul-2011	15-Jul-2011	07-Dec-2011	22-Mar-2012	11-Apr-2012	02-Jul-2013	02-Jul-2013	02-Jul-2013	14-Sep-2015	19-Jan-2016
PCT/EP2011/060538	PCT/EP2011/062136	13/812576	13/977971	PCT/EP2012/055075	PCT/EP2012/056529	PCT/EP2013/063942	PCT/EP2013/063948	PCT/EP2013/063950	PCT/EP2015/070920	PCT/EP2016/051037
22-Mar-2016	29-Apr-2014	24-Mar-2015	17-Mar-2020	18-Oct-2016	03-Jul-2018	26-Jun-2018			05-Jan-2021	
9290317	8709522	8986770	10589884	9469065	10011070	10004248			10881118	
Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER

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REEL: 063849 FRAME: 0330

A45992280	F2146WO	F3738WO	F3766WO	F70106USw	F3733USw	F3719USw	F3699USw	F3707USw	F3666USw	Record ID
	NCDT in combination with ACAB	Anti-Static Tea Package	ZERO: Aroma and decaf tea	Tag for a Teabag	Ground & Granulated Tea with Tea-based binders	Thermal treatment + Steam	Thermal Treatment of Leaf Tea	Cohiba - Compressed tea bag	Beverage composition comprising high Trouton ratio material	Patent Profile - Title
	Pending	Pending	Pending	Pending	Granted	Pending	Pending	Pending	Granted	S Calus
15	08-Nov-2019	05-Oct-2018	21-Dec-2018	22-Oct-2018	22-Nov-2017	02-Aug-2017	02-Aug-2017	07-Feb-2017	07-Mar-2016	Application Date
	PCT/EP2019/080687	PCT/EP2018/077103	PCT/EP2018/086786	PCT/EP2018/078875	PCT/EP2017/080125	PCT/EP2017/069563	PCT/EP2017/069562	PCT/EP2017/052652	PCT/EP2016/054819	Application
					14-Sep-2021				05-Jan-2021	Gan Date
					11116236				10881117	
	Unilever IP Holdings B.V., Unilever PLC, Conopco, Inc., d/b/a UNILEVER	Unilever PLC, Unilever N.V., Conopco, Inc., d/b/a UNILEVER	Unilever PLC, Unilever N.V., Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	Applicant/Owner
	World Intellectual Property Org. (WIPO)	World Intellectual Property Org. (WIPO)	World Intellectual Property Org. (WIPO)	United States of America	United States of America		United States o [.] America		United States or TENT 19 FR	

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A45992280	F3822WO	F3821WO	F3804WO	F2148WO	F3803WO	F2147USw	F2147WO	F2146USw	
	Colour-control for Iron Fortified Tea: Iron Bisglycinate + Di-Sodium EDTA	Colour-control for Iron Fortified Tea: Iron Sodium EDTA + Dibasic Sodium Pyro Phosphate	Beyond Teabags – Maracas	NCDT Product	Beyond Teabags – Puck-press	NCDT GREEN	NCDT GREEN	NCDT in combination with ACAB	
	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	
13	14-May-2021	22-Apr-2021	20-Apr-2021	18-Nov-2020	06-Nov-2020	05-Mar-2020	05-Mar-2020	08-Nov-2019	
	PCT/EP2021/062823	PCT/EP2021/060588	PCT/EP2021/060269	PCT/EP2020/082478	PCT/EP2020/081298	PCT/EP2020/055760	PCT/EP2020/055760	PCT/EP2019/080687	Application
	Unilever PLC, Unilever IP Holdings B.V.,	Unilever IP Holdings B.V., Unilever PLC, Conopco, Inc., d/b/a UNILEVER	Unilever PLC, Unilever IP Holdings B.V., Conopco, Inc., d/b/a UNILEVER	Unilever PLC, Unilever IP Holdings B.V., Conopco, Inc., d/b/a UNILEVER	Unilever PLC, Conopco, Inc., d/b/a UNILEVER, Unilever IP Holdings B.V.	Conopco, Inc., d/b/a UNILEVER	Unilever PLC, Unilever IP Holdings B.V., Conopco, Inc., d/b/a UNILEVER	Conopco, Inc., d/b/a UNILEVER	
	World Intellectual	World Intellectual Property Org. (WIPO)	World Intellectual Property Org. (WIPO)	World Intellectual Property Org. (WIPO)	Intellectual Property Org. (WIPO)	United States o: America World	World Intellect Property Org. (WIPO) EL: 06384		ME:

	F2157WO	F2154WO	F3826WO	
	Iron (insoluble salt) Fortified Tea	Zn Fortification_Tea	Micronized prebiotic Tea	Pateni Profile - Title
	Pending	Pending	Pending	Status
	25-Jun-2021	20-May-2021	28-Apr-2021	Application
	PCT/EP2021/067549	PCT/EP2021/063513	PCT/EP2021/061116	Application
				Gran Num
	Unilever IP Holdings B.V., Unilever PLC, Conopco, Inc., d/b/a UNILEVER	Unilever IP Holdings B.V., Unilever PLC, Conopco, Inc., d/b/a UNILEVER	Unilever IP Holdings B.V., Unilever PLC, Conopco, Inc., d/b/a UNILEVER	t Appilicant/Owner Conopco, Inc., d/b/a UNILEVER
ORDED: 06/05/2023	World Intellectual Property Org. (WIPO)	- t +	(WIPO) World Property Org. EL: 06384	Org. Froperty TENT 9 FRAME: 03

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