

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI507147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mars, Incorporated	12/27/2018
RECEIVING PARTY DATA	
Company Name:	Mars Drinks North America, LLC
Street Address:	1301 Wilson Drive
City:	West Chester
State/Country:	PENNSYLVANIA
Postal Code:	19380
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17165174
CORRESPONDENCE DATA	
Fax Number:	2157359305
<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:	2157359302
Email:	olivia.johnson@thebellesgroup.com
Correspondent Name:	Olivia Bolduc
Address Line 1:	1800 John F. Kennedy Boulevard
Address Line 2:	SUITE 1010
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	LVZ-007-US-CON
NAME OF SUBMITTER:	OLIVIA BOLDUC
SIGNATURE:	OLIVIA BOLDUC
DATE SIGNED:	09/19/2024
Total Attachments: 80	
source=029. Project Denali - Global IP Assignment (Transferring Owned IP) dated.._#page1.tiff	
source=029. Project Denali - Global IP Assignment (Transferring Owned IP) dated.._#page2.tiff	
source=029. Project Denali - Global IP Assignment (Transferring Owned IP) dated.._#page3.tiff	
source=029. Project Denali - Global IP Assignment (Transferring Owned IP) dated.._#page4.tiff	
source=029. Project Denali - Global IP Assignment (Transferring Owned IP) dated.._#page5.tiff	

27 December 2018

The Assignors (defined herein)

and

The Assignees (defined herein)

GLOBAL IP ASSIGNMENT DEED

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GLOBAL IP ASSIGNMENT DEED dated _27_ _December 2018

PARTIES

- (1) The companies listed in Schedule 1 (each an *Assignor* and together the *Assignors*); and
- (2) the companies listed in Schedule 2 (each an *Assignee* and together the *Assignees*)

(each a *party* and together, the *parties*)

Words and expressions used in this Deed shall be interpreted in accordance with Schedule 7 (*Definitions and Interpretation*).

WHEREAS:

- (A) This Deed is entered into pursuant to a sale and purchase agreement dated 29 September 2018 between Mars, Incorporated (the *Seller*) and Luigi Lavazza S.p.A. (the *Purchaser*), as amended from time to time (the *SPA*), pursuant to which the Seller and certain of its Affiliates (including the Assignors) are in the process of transferring to the Purchaser other assets and the Purchaser will be, as of the Closing Date, the successor in interest to the Drinks Business of the Seller and its Affiliates (including the Assignors), and such business is ongoing and existing.
- (B) Each Assignor has agreed to assign its right, title and interest in and to its Transferring Owned IP to the Designated Assignees.

IT IS AGREED:

1. Assignment

Pursuant to the SPA, the Assignor of each Transferring Owned IP hereby assigns to the Designated Assignee for that Transferring Owned IP, subject to the terms and conditions of any licences granted to third parties as of the date hereof, all its right, title and interest in and to the relevant Transferring Owned IP, including:

- (a) all statutory and common law rights, title and interest attaching to that Transferring Owned IP, together with the goodwill of the business relating to the goods and services in respect of which that Transferring Owned IP is registered or used;
- (b) the right to sue, bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (including to obtain injunctive relief and collect and retain damages recovered and any other payments, including royalties, resulting from such proceedings, claims or actions) in respect of any infringement, unauthorised use, dilution or any other cause of action arising from that Transferring Owned IP that may occur or have occurred before, on or after the date of this Deed;
- (c) the right to receive any and all income, royalties and payments due and/or payable, relating to the period after the date hereof (or, pursuant

to clause (b) above, prior to the date hereof) with respect to the Transferring Owned IP;

- (d) the right to prosecute, maintain and defend the Transferring Owned IP; and
- (e) the right to claim priority based on the filing date of any Transferring Owned IP.

2. No representations or warranties

Except as set out in the SPA, nothing in this Deed shall be construed as a warranty or representation by any Assignor in respect of any of the Transferring Owned IP.

3. Miscellaneous

3.1 Costs

Except as otherwise provided in this Deed, each party shall pay its own Costs incurred in connection with negotiating, preparing and executing this Deed.

3.2 Further Assurances

- (a) Subject to clause 3.2(b) of this Deed, the Assignees shall be responsible for all steps required to record the effect of, and otherwise implement, this Deed, including:
 - (i) determining what steps are required to achieve that recordal, and whether it wishes to take those steps;
 - (ii) preparing any necessary additional documentation (including any local transfer agreements in respect of Transferring Owned IP that may be required); and
 - (iii) payment of any Intellectual Property Rights registry and other Costs associated with that recordal and implementation.
- (b) In respect of each Transferring Owned IP, for an initial period of 12 months from the date of this Deed, and (provided that the relevant Assignee has, within such initial 12-month period, provided to the relevant Assignor for execution such local assignment agreements for the relevant jurisdiction which that Assignee reasonably believes to be sufficient in order to record the effect of this Deed in such jurisdiction) thereafter for an additional 48-month period:
 - (i) each Assignor shall execute such local assignment agreements for that Transferring Owned IP as provided to that Assignor by the relevant Assignee for the relevant jurisdiction and, to the extent that any Assignee reasonably requires any other assistance of an Assignor to record the effect of this Deed, each Assignor shall promptly execute and deliver all further documents and perform all such acts that may reasonably be required (which, for the avoidance of doubt, shall be prepared

by that Assignee who shall bear the Costs associated with that preparation) for the purpose of vesting in the relevant Assignee the full benefit of the right, title and interest assigned to that Assignee under this Deed; and

- (ii) to the extent that the relevant Transferring Owned IP is an Internet domain name, each Assignor agrees to assist the relevant Designated Assignee in changing the technical and administrative contact information for that Internet domain name with the applicable Internet domain name registrar to such information of such Designated Assignee's choice (including by delivering to the Designated Assignee any and all applicable user names and passwords for related accounts to enable the Designated Assignee to assume control of such Internet domain name).
- (c) Without prejudice to clause 3.2(b), each Assignor shall, at the relevant Designated Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks that are filed or registered in the jurisdiction of China and form part of the Transferring Owned IP to such Designated Assignee:
- (i) if legally required to do so, pay all application, filing, registration, renewal and other fees as they fall due;
 - (ii) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - (iii) provide the Designated Assignee with all information and other assistance reasonably required to enable the Designated Assignee to prepare, file or prosecute applications for registration of any of the Transferring Owned IP (including producing, in the appropriate form, any evidence of its use);
 - (iv) ensure that copies of all correspondence that it or its agents receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Designated Assignee;
 - (v) provide the Designated Assignee with all information and other assistance reasonably required by the Designated Assignee to conduct, defend or settle any relevant claims actions or proceedings (including if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Designated Assignee); and
 - (vi) not, and shall instruct and ensure that its agents shall not, allow any Transferring Owned IP to lapse unless the Designated Assignee consents in writing.

3.3 Legal Relationship

Nothing in this Deed shall constitute a partnership between the parties nor make any party the agent of any other party for any purpose.

3.4 Conflict with Other Agreements

If there is any conflict between the terms of this Deed and any other agreement, the terms of this Deed shall prevail.

3.5 Whole Agreement

- (a) This Deed and the SPA together set out the whole agreement between the parties in respect of the subject matter of this Deed and supersedes any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to its subject matter. It is agreed that:
 - (i) no party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other party (or any of its Connected Persons) in relation to the subject matter of this Deed that is not expressly set out in this Deed or the SPA;
 - (ii) any terms or conditions implied by Law in any jurisdiction in relation to the subject matter of this Deed are excluded to the fullest extent permitted by Law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived;
 - (iii) the only right or remedy of a party in relation to any provision of this Deed shall be for breach of this Deed or the SPA; and
 - (iv) except for any liability in respect of a breach of this Deed or the SPA, no party (nor any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to any other party (or its respective Connected Persons) in relation to the subject matter of this Deed.
- (b) Nothing in this clause 3.5 shall limit any liability for fraud or fraudulent misrepresentation.
- (c) Each party agrees to the terms of this clause 3.5 on its own behalf and as agent for each of its Connected Persons.

3.6 Waivers

Except as expressly provided in this Deed, no failure or delay by any party in exercising any right or remedy relating to this Deed or the SPA shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy. A party may only waive its rights, powers, remedies and obligations

under this Deed by notice in writing of such waiver, which may be given subject to such conditions as the grantor may in its absolute discretion decide.

3.7 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 or telecopy shall be an effective mode of delivery.

3.8 Variations

No amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

3.9 Invalid Terms

Each of the provisions of this Deed and the SPA is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the Law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

3.10 No Third Party Enforcement

A person who is not a party to this Deed shall have no right under any statutory provision to enforce any of its terms.

4. Governing Law and Arbitration

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

4.2 All disputes (including claims for set-off and counterclaims) arising out of or in connection with this Deed, including disputes arising out of or in connection with: (a) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Deed; and (b) any non-contractual obligations arising out of or in connection with this Deed, shall be referred to and finally resolved by arbitration, under the 2014 LCIA Rules of Arbitration (the *LCIA Rules*) of the London Court of International Arbitration (the *LCIA*). The LCIA Rules are deemed to be incorporated by reference into this Deed except (a) that any provisions in the LCIA Rules relating to the nationality of arbitrators and to the appointment of an emergency arbitrator shall be disapplied in their entirety and (b) as they may be modified in this Deed or by agreement of the parties to the arbitration.

4.3 The place and seat of arbitration shall be London, England. The number of arbitrators shall be three (3). The claimant(s) and the respondent(s) shall form two separate sides for the purposes of the formation of the arbitral tribunal and each side shall be entitled to nominate one arbitrator, with the third arbitrator, who shall serve as president of the tribunal, to be nominated by the party-nominated arbitrators. If the third arbitrator is not so nominated within 30 days

after the date of nomination of the later of the two party-nominated arbitrators, the third arbitrator shall be chosen by the LCIA. The language to be used in the arbitral proceedings shall be English.

- 4.4 Each party irrevocably and unconditionally consents to such arbitration as the sole and exclusive method of resolving any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination. The award of the arbitral tribunal shall be final and binding on the parties. The parties agree that they will not have recourse to any judicial proceedings, in any jurisdiction whatsoever, for the purpose of seeking appeal, annulment, setting aside, modification or challenge of the award, its terms or effect insofar as such exclusion can validly be made. The award may be enforced including by way of judgment upon the award in any court having jurisdiction thereof, or any application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 4.5 The parties agree for the purposes of Article 22.1(ix) of the LCIA Rules to the consolidation of any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement with any other dispute arising out of, relating to, or in connection with, any other Transaction Document (as defined in the SPA). Either party may apply to the arbitral tribunal constituted under this Agreement for an order that any dispute, controversy or claim arising out of, relating to or in connection with this Agreement is related to an already pending dispute (*Related Dispute*). The parties agree and acknowledge that a party to any other Transaction Document may apply to the related arbitral tribunal constituted under that Transaction Document for an order that the Related Dispute is related to any dispute, controversy or claim arising out of, relating to or in connection with this Agreement. Any application for an order under this clause 4.5 shall be made as soon as practicable with notice to all parties to any dispute, controversy or claim arising out of, relating to or in connection with this Agreement and all parties to the Related Dispute. The arbitral tribunal under this Agreement or under the other Transaction Document may if considered appropriate, with the approval of the LCIA Court, make an order that the disputes be consolidated. If two or more arbitral tribunals under this Agreement or any other Transaction Document issue a consolidation order, the order issued first shall prevail. If two or more arbitration proceedings are consolidated under such consolidation order, the arbitral tribunal having first issued the consolidation order shall proceed as the arbitral tribunal in the consolidated proceeding. The appointment of the other arbitral tribunal(s) shall terminate upon making of the consolidation order by the first arbitral tribunal and shall be deemed to be *functus officio*. The parties to the consolidated proceedings shall be deemed to have participated in the constitution of the arbitral tribunal in the consolidated proceedings and agree that they shall be bound by any award rendered by the arbitral tribunal in the consolidated proceedings.
- 4.6 By agreeing to arbitration, the parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or

order any interim or conservatory measure. A request for such provisional remedy or interim or conservatory measure by a party to a court shall not be deemed a waiver of the agreement to arbitrate.

Schedule 1
The Assignors

Mars Australia PTY LTD

Mars Canada Inc.

Mars Company Hong Kong Limited

Mars GmbH

Mars Schweiz AG

Mars, Incorporated

Mars Foods Malaysia Sdn Bhd

Masterfoods Brasil Alimentos Ltda

Wrigley Candy UK

Schedule 2
The Assignees

Mars Drinks North America, LLC

Mars Drinks UK Ltd

Mars Drinks France

Mars Drinks GmbH

**Schedule 3
Designs**

Registered Owner	Country	Application No.	Registration No.	Designated Assignee
Mars Canada Inc.	CA	138194	138194	Mars Drinks North America, LLC.
Mars Canada Inc.	CA	142086	142086	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2016501801	103087	Mars Drinks North America, LLC.
Mars, Incorporated	JP	2017-1192	1598416	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2017500382	106923	Mars Drinks North America, LLC.
Mars, Incorporated	US	29/564,161	D811,815	Mars Drinks North America, LLC.
Mars, Incorporated	JP	2017-1194	1598573	Mars Drinks North America, LLC.
Mars, Incorporated	US	29/268,428	USD556497S1	Mars Drinks North America, LLC.
Mars, Incorporated	US	US29261539	USD558505S1	Mars Drinks North America, LLC.

Registered Owner	Country	Application No.	Registration No.	Designated Assignee
Mars, Incorporated	MX	MX/f/2010/003247	34954	Mars Drinks North America, LLC.
Mars, Incorporated	US	29/268,429	USD556498S1	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002563288-0001	002563288-0001	Mars Drinks North America, LLC.
Mars, Incorporated	BR	302015001845-3	302015001845-3	Mars Drinks North America, LLC.
Mars, Incorporated	CA	162079	162079	Mars Drinks North America, LLC.
Mars, Incorporated	CH	2015-00348	141524	Mars Drinks North America, LLC.
Mars Incorporated	CN	201530111575.6	303490205S	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2015501417	98445	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002563288-0002	002563288-0002	Mars Drinks North America, LLC.

Registered Owner	Country	Application No.	Registration No.	Designated Assignee
Mars, Incorporated	BR	302015001846-1	302015001846-1	Mars Drinks North America, LLC.
Mars, Incorporated	CA	166016	166016	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2015501418	97435	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002563288-0003	002563288-0003	Mars Drinks North America, LLC.
Mars, Incorporated	CA	166017	166017	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2015502953	100263	Mars Drinks North America, LLC.
Mars, Incorporated	US	29/524,685	USD785159S1	Mars Drinks North America, LLC.
Mars, Incorporated	US	29/524,670	USD801809S1	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002688069-0001	002688069-0001	Mars Drinks North America, LLC.

Registered Owner	Country	Application No.	Registration No.	Designated Assignee
Mars, Incorporated	BR	302015002027-0	302015002027-0	Mars Drinks North America, LLC.
Mars, Incorporated	CA	162194	162194	Mars Drinks North America, LLC.
Mars, Incorporated	CA	166206	166206	Mars Drinks North America, LLC.
Mars, Incorporated	CH	141612	141612	Mars Drinks North America, LLC.
Mars, Incorporated	JP	2015-9875	1548399	Mars Drinks North America, LLC.
Mars, Incorporated	JP	2015-26257	1548437	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2015501555	98886	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002688069-0002	002688069-0002	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002688069-0003	002688069-0003	Mars Drinks North America, LLC.

Registered Owner	Country	Application No.	Registration No.	Designated Assignee
Mars, Incorporated	EM	002859124-0001	002859124-0001	Mars Drinks North America, LLC.
Mars, Incorporated	CA	168376	168376	Mars Drinks North America, LLC.
Mars, Incorporated	CA	172355	172355	Mars Drinks North America, LLC.
Mars, Incorporated	CH	2016-00319	142375	Mars Drinks North America, LLC.
Mars, Incorporated	CN	201630170732.5	201630170732.5	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2016501803	102819	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002859124-0002	002859124-0002	Mars Drinks North America, LLC.
Mars, Incorporated	EM	002859124-0003	002859124-0003	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2016501802	103034	Mars Drinks North America, LLC.

Registered Owner	Country	Application No.	Registration No.	Designated Assignee
Mars, Incorporated	EM	002859124-0004	002859124-0004	Mars Drinks North America, LLC.
Mars, Incorporated	EM	003042472-0001	003042472-0001	Mars Drinks UK Limited
Mars, Incorporated	EM	003042472-0002	003042472-0002	Mars Drinks UK Limited
Mars, Incorporated	EM	003042472-0003	003042472-0003	Mars Drinks UK Limited
Mars, Incorporated	EM	003042472-0004	003042472-0004	Mars Drinks UK Limited
Mars, Incorporated	EM	003319516-0001	003319516-0001	Mars Drinks North America, LLC.
Mars, Incorporated	BR	302017000272-2	302017000272-2	Mars Drinks North America, LLC.
Mars, Incorporated	CA	172737	172737	Mars Drinks North America, LLC.
Mars, Incorporated	RU	2017500381	105654	Mars Drinks North America, LLC.
Mars, Incorporated	EM	003319516-0002	003319516-0002	Mars Drinks North America, LLC.
Mars, Incorporated	CA	172736	172736	Mars Drinks North America, LLC.

Registered Owner	Country	Application No.	Registration No.	Designated Assignee
Mars, Incorporated	JP	2017-1193	1587781	Mars Drinks North America, LLC.
Mars, Incorporated	EM	003319516-0003	003319516-0003	Mars Drinks North America, LLC.
Mars, Incorporated	CA	172735	172735	Mars Drinks North America, LLC.
Mars, Incorporated	BR	302016001984-3		Mars Drinks North America, LLC.
Mars, Incorporated	US	29/591,895	USD830,755S	Mars Drinks North America, LLC.
Mars, Incorporated	GB	3020792	3020792	Mars Drinks UK Limited
Mars, Incorporated	GB	3023462	3023462	Mars Drinks UK Limited
Wrigley Candy UK	DE	40106240.6	40106240.6	Mars Drinks UK Limited

**Schedule 4
Patents**

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	JP	2016219445.00	6279055	Mars Drinks North America, LLC
Mars, Incorporated	CN	CN2014800383327	ZL201480038332.7	Mars Drinks North America, LLC
Mars, Incorporated	JP	2012-225726	5508500	Mars Drinks North America, LLC
Mars, Incorporated	US	10/363,876	6805041	Mars Drinks North America, LLC
Mars, Incorporated	GB	110421.50	2374856	Mars Drinks UK Limited
Mars, Incorporated	DE	27202720.00	60230861.5	Mars Drinks GmbH
Mars, Incorporated	FR	27202720.00	1381300	Mars Drinks France
Mars, Incorporated	GB	27202720.00	1381300	Mars Drinks UK Limited

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	NL	27202720.00	1381300	Mars Drinks North America, LLC
Mars, Incorporated	CH	80758147.00	2027796	Mars Drinks North America, LLC
Mars, Incorporated	DE	8075814.70	60236385.3	Mars Drinks GmbH
Mars, Incorporated	ES	80758147.00	2027796	Mars Drinks North America, LLC
Mars, Incorporated	FR	80758147.00	2027796	Mars Drinks France
Mars, Incorporated	GB	80758147.00	2027796	Mars Drinks UK Limited
Mars, Incorporated	IT	80758147.00	2027796	Mars Drinks North America, LLC
Mars, Incorporated	NL	80758147.00	2027796	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	EP	10075138.70	EP2241229	Mars Drinks North America, LLC
Mars, Incorporated	CH	10075138.70	2241229	Mars Drinks North America, LLC
Mars, Incorporated	DE	10075138.70	2241229	Mars Drinks GmbH
Mars, Incorporated	ES	10075138.70	2241229	Mars Drinks North America, LLC
Mars, Incorporated	FR	10075138.70	2241229	Mars Drinks France
Mars, Incorporated	IT	10075138.70	2241229	Mars Drinks North America, LLC
Mars, Incorporated	NL	10075138.70	2241229	Mars Drinks North America, LLC
Mars, Incorporated	JP	2002-584761	4067410	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	US	10/475,362	7335387	Mars Drinks North America, LLC
Mars, Incorporated	US	11/697,115	7987767	Mars Drinks North America, LLC
Mars, Incorporated	US	12/762,077	9567154	Mars Drinks North America, LLC
Mars, Incorporated	GB	129656.50	2382976	Mars Drinks UK Limited
Mars, Incorporated	DE	2785633.50	60221430	Mars Drinks GmbH
Mars, Incorporated	FR	2785633.50	1453405	Mars Drinks France
Mars, Incorporated	GB	2785633.50	1453405	Mars Drinks UK Limited
Mars, Incorporated	IE	2785633.50	1453405	Mars Drinks North America, LLC
Mars, Incorporated	LU	2785633.50	1453405	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	MC	2785633.50	1453405	Mars Drinks North America, LLC
Mars, Incorporated	JP	2003-553965	4083123	Mars Drinks North America, LLC
Mars, Incorporated	US	10/495,995	6997103	Mars Drinks North America, LLC
Mars, Incorporated	GB	122515.00	2379624	Mars Drinks UK Limited
Mars, Incorporated	GB	122514.30	2374795	Mars Drinks UK Limited
Mars, Incorporated	GB	224111.50	2394164	Mars Drinks UK Limited
Mars, Incorporated	DE	102004027530.00	102004027530	Mars Drinks GmbH
Mars, Incorporated	FR	451086.00	2855813	Mars Drinks France
Mars, Incorporated	GB	312712.30	GB2402386	Mars Drinks UK Limited
Mars, Incorporated	GB	322760.00	GB2406305	Mars Drinks UK Limited

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	DE	47686878.00	602004040924.3	Mars Drinks GmbH
Mars, Incorporated	FR	47686878.00	1667841	Mars Drinks France
Mars, Incorporated	GB	47686878.00	EP1667841	Mars Drinks UK Limited
Mars, Incorporated	IT	47686878.00	1667841	Mars Drinks North America, LLC
Mars, Incorporated	JP	2006-530563	4819682	Mars Drinks North America, LLC
Mars, Incorporated	US	10/572,727	8409676	Mars Drinks North America, LLC
Mars, Incorporated	GB	613938.00	GB2425300	Mars Drinks UK Limited
Mars, Incorporated	DE	4256012.80	602004001189.4	Mars Drinks GmbH
Mars, Incorporated	GB	4256012.80	EP1518484	Mars Drinks UK Limited

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	US	10/953,633	7318372	Mars Drinks North America, LLC
Mars, Incorporated	US	10/890,680	7258061	Mars Drinks North America, LLC
Mars, Incorporated	GB	415667.50	GB2403892	Mars Drinks UK Limited
Mars, Incorporated	DE	102006048351.00	102006048351	Mars Drinks GmbH
Mars, Incorporated	FR	654335.00	2893244	Mars Drinks France
Mars, Incorporated	GB	620733.60	GB2431396	Mars Drinks UK Limited
Mars, Incorporated	DE	6820624.20	602006015692.8	Mars Drinks GmbH
Mars, Incorporated	FR	68206242.00	1966060	Mars Drinks France
Mars, Incorporated	GB	68206242.00	EP1966060	Mars Drinks UK Limited
Mars, Incorporated	IT	68206242.00	1966060	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	NL	68206242.00	1966060	Mars Drinks North America, LLC
Mars, Incorporated	GB	618957.50	GB2442223	Mars Drinks UK Limited
Mars, Incorporated	DE	78043809.00	2066567	Mars Drinks GmbH
Mars, Incorporated	FR	78043809.00	2066567	Mars Drinks France
Mars, Incorporated	GB	78043809.00	EP2066567	Mars Drinks UK Limited
Mars, Incorporated	DE	7824710.30	602007035252.5	Mars Drinks GmbH
Mars, Incorporated	FR	7824710.30	2094470	Mars Drinks France
Mars, Incorporated	GB	7824710.30	EP2094470	Mars Drinks UK Limited
Mars, Incorporated	JP	2009-538768	5100756	Mars Drinks North America, LLC
Mars, Incorporated	US	12/516,302	7892375	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	DE	602008043976.30	602008043976.3	Mars Drinks GmbH
Mars, Incorporated	FR	8709566.70	2114218	Mars Drinks France
Mars, Incorporated	GB	8709566.70	EP2114218	Mars Drinks UK Limited
Mars, Incorporated	JP	2012-267911	5438203	Mars Drinks North America, LLC
Mars, Incorporated	GB	717697.70	GB2452719	Mars Drinks UK Limited
Mars, Incorporated	DE	8806236.90	602008007480.3	Mars Drinks GmbH
Mars, Incorporated	FR	8806236.90	2195246	Mars Drinks France
Mars, Incorporated	GB	88062369.00	EP2195246	Mars Drinks UK Limited
Mars, Incorporated	CH	9784747.90	2316111	Mars Drinks North America, LLC
Mars, Incorporated	DE	9784747.90	602009011424.7	Mars Drinks GmbH

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	FR	9784747.90	2316111	Mars Drinks France
Mars, Incorporated	GB	9784747.90	EP2316111	Mars Drinks UK Limited
Mars, Incorporated	IT	9784747.90	2316111	Mars Drinks North America, LLC
Mars, Incorporated	NL	9784747.90	2316111	Mars Drinks North America, LLC
Mars, Incorporated	JP	2011-519231	5584210	Mars Drinks North America, LLC
Mars, Incorporated	US	13/054,820	8527089	Mars Drinks North America, LLC
Mars, Incorporated	CH	14182539.80	2818085	Mars Drinks North America, LLC
Mars, Incorporated	DE	14182539.80	602012020890.2	Mars Drinks GmbH
Mars, Incorporated	FR	14182539.80	2818085	Mars Drinks France

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	GB	14182539.80	EP2818085	Mars Drinks UK Limited
Mars, Incorporated	IT	502016000100464.00	2818085	Mars Drinks North America, LLC
Mars, Incorporated	NL	14182539.80	2818085	Mars Drinks North America, LLC
Mars, Incorporated	CN	201280040791.X	104039205	Mars Drinks North America, LLC
Mars, Incorporated	CH	12731635.40	2723222	Mars Drinks North America, LLC
Mars, Incorporated	DE	12731635.40	602012014695.8	Mars Drinks GmbH
Mars, Incorporated	FR	12731635.40	2723222	Mars Drinks France
Mars, Incorporated	GB	12731635.40	EP2723222	Mars Drinks UK Limited
Mars, Incorporated	IT	12731635.40	502016000039432	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	NL	12731635.40	2723222	Mars Drinks North America, LLC
Mars, Incorporated	RU	2014102163.00	2592769	Mars Drinks North America, LLC
Mars, Incorporated	US	14/128,096	9687107	Mars Drinks North America, LLC
Mars, Incorporated	CH	12743201.10	2731891	Mars Drinks North America, LLC
Mars, Incorporated	DE	12743201.10	602012031928.3	Mars Drinks GmbH
Mars, Incorporated	FR	12743201.10	2731891	Mars Drinks France
Mars, Incorporated	GB	12743201.10	EP2731891	Mars Drinks UK Limited
Mars, Incorporated	IT	12743201.10	502017000078176	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	NL	12743201.10	2731891	Mars Drinks North America, LLC
Mars, Incorporated	CN	201480039527.30	ZL 201480039527.3	Mars Drinks North America, LLC
Mars, Incorporated	CH	14723870.30	2994399	Mars Drinks North America, LLC
Mars, Incorporated	DE	14723870.30	602014008346.3	Mars Drinks GmbH
Mars, Incorporated	FR	14723870.30	2994399	Mars Drinks France
Mars, Incorporated	GB	14723870.30	EP2994399	Mars Drinks UK Limited
Mars, Incorporated	IT	14723870.30	502017000065489	Mars Drinks North America, LLC
Mars, Incorporated	NL	14723870.30	2994399	Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	BR	112013033270.0		Mars Drinks North America, LLC
Mars, Incorporated	CA	2840141		Mars Drinks North America, LLC
Mars, Incorporated	US	15/633,135		Mars Drinks North America, LLC
Mars, Incorporated	BR	112016000049-8		Mars Drinks North America, LLC
Mars, Incorporated	CA	2916850		Mars Drinks North America, LLC
Mars, Incorporated	BR	112015028123-0		Mars Drinks North America, LLC
Mars, Incorporated	CA	2910551		Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	CN	201711069316.60		Mars Drinks North America, LLC
Mars, Incorporated	BR	1120170081458.0		Mars Drinks North America, LLC
Mars, Incorporated	CA	2964502		Mars Drinks North America, LLC
Mars, Incorporated	RU	2017117424.00		Mars Drinks North America, LLC
Mars, Incorporated	US	15/521,155		Mars Drinks North America, LLC
Mars, Incorporated	CA	2945686		Mars Drinks North America, LLC
Mars, Incorporated	CA	2938352		Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	PCT	PCT/US2018/029898		Mars Drinks North America, LLC
Mars, Incorporated	WO	PCT/GB2017/050964		Mars Drinks UK Limited
Mars, Incorporated	WO	PCT/GB17/052597		Mars Drinks North America, LLC
Mars, Incorporated	UK	1615069.00		Mars Drinks UK Limited
Mars, Incorporated	WO	PCT/GB2017/053882		Mars Drinks North America, LLC
Mars, Incorporated	UK	GB1622102		Mars Drinks UK Limited
Mars, Incorporated	US	14/131,654		Mars Drinks North America, LLC
Mars, Incorporated	EP	14741652.30		Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	JP	2016-522874		Mars Drinks North America, LLC
Mars, Incorporated	RU	2016103326.00		Mars Drinks North America, LLC
Mars, Incorporated	JP	2016-512420		Mars Drinks North America, LLC
Mars, Incorporated	RU	2015152467.00		Mars Drinks North America, LLC
Mars, Incorporated	US	14/889,521		Mars Drinks North America, LLC
Mars, Incorporated	CN	201580057791.40		Mars Drinks North America, LLC
Mars, Incorporated	EP	15791016.70		Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	JP	2017-522054		Mars Drinks North America, LLC
Mars, Incorporated	CN	201580012952.80		Mars Drinks North America, LLC
Mars, Incorporated	EP	15710562.80		Mars Drinks North America, LLC
Mars, Incorporated	JP	2016-549518		Mars Drinks North America, LLC
Mars, Incorporated	US	15/124,937		Mars Drinks North America, LLC
Mars, Incorporated	EP	15710561.00	3116803	Mars Drinks North America, LLC
Mars, Incorporated	JP	2016-549581		Mars Drinks North America, LLC

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	US	15/124,950		Mars Drinks North America, LLC
Mars, Incorporated	WO	PCT/GB2016/053894		Mars Drinks UK Limited
Mars, Incorporated	GB	722676.40	2441075	Mars Drinks UK Limited
Mars, Incorporated	CN	201580012953.20	ZL201580012953.2	Mars Drinks North America, LLC
Mars, Incorporated	DE	1963243.90	60103767	Mars Drinks GmbH
Wrigley Candy UK	JP	2000-504049		Mars Drinks UK Limited
Wrigley Candy UK	GB	0110420.7	2374816.00	Mars Drinks UK Limited
Wrigley Candy UK	DE	98936518.4	69803464.30	Mars Drinks UK Limited
Wrigley Candy UK	FR	98936518.4	999984.00	Mars Drinks UK Limited
Wrigley Candy UK	GB	98936518.4	999984.00	Mars Drinks UK Limited
Wrigley Candy UK	US	09/463,360	6358545.00	Mars Drinks UK Limited





Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	EP	01963243.9	1315437.00	Mars Drinks UK Limited
Mars, Incorporated	CH	01963243.9	1315437.00	Mars Drinks UK Limited
Mars, Incorporated	ES	01963243.9	1315437.00	Mars Drinks UK Limited
Wrigley Candy UK	FR	01963243.9	1315437.00	Mars Drinks UK Limited
Mars, Incorporated	GB	01963243.9	1315437.00	Mars Drinks UK Limited
Mars, Incorporated	IT	01963243.9	1315437.00	Mars Drinks UK Limited
Mars, Incorporated	NL	01963243.9	1315437	Mars Drinks UK Limited
Mars, Incorporated	CN	201720755287.80		Mars Drinks North America, LLC
Mars, Incorporated	CN	2018112185416.00		Mars Drinks North America, LLC
Mars, Incorporated	DE	15710561.00	602015010411	Mars Drinks GmbH
Mars, Incorporated	FR	15710561.00	3116803	Mars Drinks France
Mars, Incorporated	GB	15710561.00	3116803	Mars Drinks UK Limited




Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	BR	1120180107620.0		Mars Drinks North America, LLC
Mars, Incorporated	CA	3005936		Mars Drinks North America, LLC
Mars, Incorporated	CN	2016800718160		Mars Drinks North America, LLC
Mars, Incorporated	EP	16813024.3		Mars Drinks North America, LLC
Mars, Incorporated	JP	2018-527180		Mars Drinks North America, LLC
Mars, Incorporated	RU	2018125267		Mars Drinks North America, LLC
Mars, Incorporated	US	16/060,617		Mars Drinks North America, LLC
Mars, Incorporated	EP	17728912.10		Mars Drinks UK Limited

Registered Owner	Country	Application No.	Patent No.	Designated Assignee
Mars, Incorporated	GB	1813477.5		Mars Drinks UK Limited
Mars, Incorporated	GB	1813478.3		Mars Drinks UK Limited
Mars, Incorporated	GB	1813479.1		Mars Drinks UK Limited
Mars, Incorporated	GB	1819092.6		Mars Drinks UK Limited

Schedule 5
Trade marks

1. Registered trade marks

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars GmbH	ALTA TERRA	WIPO - IR	866631A	866631A	30		Mars Drinks GmbH
Mars GmbH	ALTA TERRA	WIPO - IR	944727A	944727A	30		Mars Drinks GmbH
Mars Canada, Inc.	ALTERRA	Canada	1467050	TMA841342	30		Mars Drinks North America, LLC
Mars GmbH	ALTERRA Auf der Spur der Natur	Germany	3020090628866	302009062886	30		Mars Drinks GmbH
Mars GmbH	ALTERRA Auf der Spur der Natur	WIPO - IR	826269A	826269A	30		Mars Drinks GmbH
Mars Canada, Inc.	ALTERRA COFFEE ROASTERS and Star b/w Device	Canada	1490956	TMA842468	30		Mars Drinks North America, LLC


Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	BRIGHTER TOMORROW	Mexico	1120431	1201710	35		Mars Drinks UK Limited
Mars, Incorporated	BRIGHTER TOMORROW	Mexico	1120432	1212542	41		Mars Drinks UK Limited
Mars Canada, Inc.	BRIGHTER TOMORROW AT ORIGIN	Canada	1318395	TMA796785	41		Mars Drinks North America, LLC
Mars Canada, Inc.	BRIGHTER TOMORROW AT ORIGIN & Device	Canada	1318396	TMA796786	41		Mars Drinks North America, LLC
Mars, Incorporated	BRIGHTER TOMORROW b/w Device	Mexico	1120434	1193810	30		Mars Drinks UK Limited
Mars, Incorporated	BRIGHTER TOMORROW b/w Device	Mexico	1120438	1214725	35		Mars Drinks UK Limited
Mars, Incorporated	CHOCAMENTO	EUTM	013696505	013696505	30, 32		Mars Drinks UK Limited
Mars Canada, Inc.	CREATION 400	Canada	1321519	TMA752533	11		Mars Drinks North America, LLC







Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	FLAVIA	Mexico	461939	692020	29		Mars Drinks UK Limited
Mars Canada, Inc.	FLAVIA	Canada	1085704	TMA570084	29		Mars Drinks North America, LLC
Wrigley Candy UK	FLAVIA	Kosovo			9, 21, 29, 30, 32, 42		Mars Drinks UK Limited
Wrigley Candy UK	FLAVIA	Montenegro	Z-194/91	1093	9, 21, 29, 30, 32, 42		Mars Drinks UK Limited
Wrigley Candy UK	FLAVIA	Kosovo			11		Mars Drinks UK Limited








Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Wrigley Candy UK	FLAVIA	Uzbekistan	MGU20001179	MGU12024	29, 30		Mars Drinks UK Limited
Wrigley Candy UK	FLAVIA	Bosnia & Herzegovina	BAZ004701A	BAZ004701	29, 30, 32		Mars Drinks UK Limited
Wrigley Candy UK	FLAVIA	Macedonia	Z20001420	10215	29, 30, 32		Mars Drinks UK Limited
Wrigley Candy UK	FLAVIA	Belarus	20002054	17648	29, 30		Mars Drinks UK Limited
Mars, Incorporated	FLAVIA	Bahrain	25241	25241	29		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Bahrain	TM25243	TM25243	32		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Bahrain	SM3003	SM3003	42		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Saudi Arabia	48178	49933	16		Mars Drinks North America, LLC

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	FLAVIA	Saudi Arabia	48179	49934	21		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Saudi Arabia	48180	141908245	29		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Saudi Arabia	48182	499/37	32		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Saudi Arabia	48183	49938	42		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Bahrain	TM25239	TM25239	16		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Bahrain	TM25240	TM25240	21		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	United Arab Emirates	30258	23768	32		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	United Arab Emirates	30259	23767	42		Mars Drinks North America, LLC

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	FLAVIA	United Arab Emirates	30256	25102	29		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	United Arab Emirates	30255	23770	21		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	United Arab Emirates	30254	23771	16		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Oman	19623	19623	16		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Oman	19624	19624	21		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Oman	19625	19625	29		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Oman	19627	19627	32		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Oman	19628	19628	42		Mars Drinks North America, LLC

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	FLAVIA	Kuwait	45402	37888	16		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Kuwait	45403	37156	21		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Kuwait	45404	37889	29		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Kuwait	45406	37188	32		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA	Kuwait	45407	37190	42		Mars Drinks North America, LLC
Mars Canada, Inc.	FLAVIA	Canada	0836324	TMA488605	11, 29, 30		Mars Drinks North America, LLC
Wrigley Candy UK	Flavia C400 Coffee Brewer b/w Three Dimensional Shape	China	9775656		9		Mars Drinks UK Limited
Mars Canada, Inc.	FLAVIA CREATION	Canada	1356615	TMA773878	11		Mars Drinks North America, LLC









Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars Canada, Inc.	FLAVIA Device	Canada	1001455	TMA525000	11, 29, 30		Mars Drinks North America, LLC
Mars Canada, Inc.	FLAVIA Device	Canada	1030864	TMA544485	11, 29, 30		Mars Drinks North America, LLC
Mars, Incorporated	Flavia FRESH RELEASE b/w Tick Device	Mexico	979832	1104453	21		Mars Drinks UK Limited
Mars, Incorporated	Flavia FRESH RELEASE b/w Tick Device	Mexico	979833	1091323	11		Mars Drinks UK Limited
Mars, Incorporated	Flavia FRESH RELEASE b/w Tick Device	Mexico	979834	1082098	30		Mars Drinks UK Limited
Mars Canada, Inc.	FLAVIA FUSION	Canada	1308443	TMA758106	11, 30		Mars Drinks North America, LLC
Mars, Incorporated	Flavia in Latin & Arabic	Qatar	20160	20160	16		Mars Drinks North America, LLC


Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	Flavia in Latin & Arabic	Qatar	20161	20161	21		Mars Drinks North America, LLC
Mars, Incorporated	Flavia in Latin & Arabic	Qatar	20162	20162	29		Mars Drinks North America, LLC
Mars, Incorporated	Flavia in Latin & Arabic	Qatar	20164	20164	32		Mars Drinks North America, LLC
Mars, Incorporated	Flavia in Latin & Arabic	Qatar	20165	20165	42		Mars Drinks North America, LLC
Mars, Incorporated	FLAVIA Oval b/w Device	Mexico	979821	1079884	21		Mars Drinks UK Limited
Mars, Incorporated	FLAVIA Oval b/w Device	Mexico	979822	1082095	30		Mars Drinks UK Limited
Mars, Incorporated	FLAVIA Oval b/w Device	Mexico	979824	1091322	11		Mars Drinks UK Limited
Mars Canada, Inc.	FLAVIA Oval b/w Device	Canada	1397490	TMA796587	11, 21, 30		Mars Drinks North America, LLC
Mars Canada, Inc.	FLAVIA PEPPERMINT COOL	Canada	1319757	TMA765340	30		Mars Drinks North America, LLC

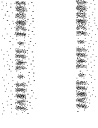

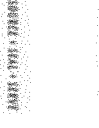
Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars Canada, Inc.	FLAVIA THINK FRESH!	Canada	1396733	TMA796588	11, 21, 30		Mars Drinks North America, LLC
Mars, Incorporated	FOUR SQUARE	France	209604	1592134	35, 36, 37, 39, 40, 42, 43, 44, 45		Mars Drinks France
Mars GmbH	HARDWORKING COFFEE	Germany	3020100100966	302010010096	30, 35, 43		Mars Drinks UK Limited
Mars Canada, Inc.	HARDWORKING COFFEE	Canada	1470697	TMA842386	30		Mars Drinks North America, LLC
Mars Schweiz AG	KLEX	WIPO - IR	188537	188537	5, 29, 31		Mars Drinks UK Limited
Mars, Incorporated	KLIX	Slovakia	52286	165066	9, 21		Mars Drinks UK Limited
Mars Canada, Inc.	KLIX	Canada	415058	233406	30		Mars Drinks UK Limited

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	KLIX	Slovenia	Z8180398	8180398	9, 21		Mars Drinks UK Limited
Wrigley Candy UK	KLIX	Uzbekistan	MBGU9301937/	987	9, 21, 29, 30, 32, 42		Mars Drinks UK Limited
Mars, Incorporated	KLIX	France	209603	1592131	35, 36, 37, 39, 40, 42, 43, 44, 45		Mars Drinks France
Mars, Incorporated	KLIX	Bulgaria	1981000842N	00013232	9, 21		Mars Drinks UK Limited
Mars, Incorporated	KLIX	Czech Republic	52286	165066	9, 21		Mars Drinks UK Limited
Mars, Incorporated	KLIX	Hungary	M8101023	124142	9, 21		Mars Drinks UK Limited

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	KLIX	France	786111	1346418	11, 12, 43		Mars Drinks France
Mars, Incorporated	KLIX	France	664013	1235507	9, 21, 30, 32		Mars Drinks France
Wrigley Candy UK	KLIX	Kosovo			9, 21, 29, 30, 32, 42		Mars Drinks UK Limited
Wrigley Candy UK	KLIX	Montenegro	z-195/91	1404	9, 21, 29, 30, 32, 42		Mars Drinks UK Limited
Wrigley Candy UK	KLIX	Slovakia	58384	169371	9, 21, 29, 30, 32, 42		Mars Drinks UK Limited
Mars Canada, Inc.	KLIX	Canada	1609668	TMA868679	9		Mars Drinks UK Limited

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	KLIX 1500 Device	France	103002	1508821	9		Mars Drinks France
Wrigley Candy UK (formerly Mars Sugar UK; company number 00636458)	KLIX CHARGE POINT Device	Guernsey	NONE	GT4443	16		Mars Drinks UK Limited
Wrigley Candy UK	Klix Dancing Cups Device	Kosovo			9, 21, 29, 30, 32		Mars Drinks UK Limited
Mars, Incorporated	KLIX Device	Slovenia	9082192	9082192	9		Mars Drinks UK Limited
Mars, Incorporated	KLIX Device	Israel	57502	57502	21		Mars Drinks UK Limited
Mars, Incorporated	KLIX Device	Israel	57501	57501	9		Mars Drinks UK Limited
Mars, Incorporated	KLIX Device	Cyprus	24282	24282	9		Mars Drinks UK Limited
Mars, Incorporated	KLIX Device	Cyprus	24283	24283	21		Mars Drinks UK Limited

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	KLIX SYSTEME AUTOMATIQUE Device	France	103001	1508820	9		Mars Drinks France
Mars Canada, Inc.	LOVE THE LEAF	Canada	1467307	TMA821299	30		Mars Drinks North America, LLC
Mars, Incorporated	LOVE THE LEAF	Mexico	1103064	1170029	30		Mars Drinks UK Limited
Mars, Incorporated	LOVE THE LEAF	Mexico	1103065	1170030	32		Mars Drinks UK Limited
Mars Canada, Inc.	NATURAL LOCOMOTION	Canada	1617407		30		Mars Drinks North America, LLC
Mars Canada, Inc.	NEVER RUN OUT OF STEAM	Canada	1888895		30		Mars Drinks North America, LLC
Wrigley Candy UK	OUTLOOK	Austria	AM1824/2004	220028	9, 21, 37		Mars Drinks UK Limited
Mars, Incorporated	RHAPSODY	United Kingdom	1323813	1323813	30		Mars Drinks UK Limited

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	SOURCE - SEAL - SERVE Device	Mexico	979829	1082096	21		Mars Drinks UK Limited
Mars, Incorporated	SOURCE - SEAL - SERVE Device	Mexico	979830	1082097	30		Mars Drinks UK Limited
Mars, Incorporated	SOURCE - SEAL - SERVE Device	Mexico	979831	1092458	11		Mars Drinks UK Limited
Mars Canada, Inc.	STEEL HORSE	Canada	1882985		30		Mars Drinks North America, LLC
Mars Canada, Inc.	THE BRIGHT TEA CO.	Canada	1470277	TMA821300	30		Mars Drinks North America, LLC

Registered Owner	Trade mark	Country	Application No.	Registration No.	Class	Image	Designated Assignee
Mars, Incorporated	THINK FRESH!	Mexico	979825	1079886	30		Mars Drinks UK Limited
Mars, Incorporated	THINK FRESH!	Mexico	979827	1090939	11		Mars Drinks UK Limited
Mars, Incorporated	THINK FRESH!	Mexico	979828	1079887	21		Mars Drinks UK Limited
Mars Canada, Inc.	WORKPLACE VITALITY	Canada	1793567		35, 41, 42		Mars Drinks North America, LLC

Schedule 6
Domain names

Registrant	Domain Name	Designated Assignee
Mars Australia PTY LTD	flavia.com.au	Mars Drinks North America, LLC
Mars Canada Inc.	flavia.ca	Mars Drinks North America, LLC
Mars Canada Inc.	flaviacoffee.ca	Mars Drinks North America, LLC
Mars Canada Inc.	officedrinkssolution.ca	Mars Drinks North America, LLC
Mars Canada Inc.	thebrightteaco.ca	Mars Drinks North America, LLC
Mars Canada Inc.	thebrightteacompany.ca	Mars Drinks North America, LLC
Mars Canada Inc.	alterracoffee.ca	Mars Drinks North America, LLC
Mars Canada Inc.	brighttea.ca	Mars Drinks North America, LLC
Mars Canada Inc.	flaviabrewers.ca	Mars Drinks North America, LLC
Mars Canada Inc.	myflavia.ca	Mars Drinks North America, LLC
Mars Canada Inc.	recycleyourfreshpacks.ca	Mars Drinks North America, LLC
Mars Foods Malaysia Sdn Bhd	flavia.com.my	Mars Drinks North America, LLC
Mars Foods Malaysia Sdn Bhd	thebrightteaco.my	Mars Drinks North America, LLC
Mars Foods Malaysia Sdn Bhd	thebrightteacompany.my	Mars Drinks North America, LLC
Mars Foods Malaysia Sdn Bhd	myflavia.my	Mars Drinks North America, LLC

Registrant	Domain Name	Designated Assignee
Mars Foods Malaysia Sdn Bhd	alterra.my	Mars Drinks North America, LLC
Mars Foods Malaysia Sdn Bhd	alterracoffee.my	Mars Drinks North America, LLC
Masterfoods Brasil Alimentos Ltda	alterra.com.br	Mars Drinks North America, LLC
Masterfoods Brasil Alimentos Ltda	alterracoffee.com.br	Mars Drinks North America, LLC
Masterfoods Brasil Alimentos Ltda	myflavia.com.br	Mars Drinks North America, LLC
Masterfoods Brasil Alimentos Ltda	thebrightteaco.com.br	Mars Drinks North America, LLC
Masterfoods Brasil Alimentos Ltda	thebrightteacompany.com.br	Mars Drinks North America, LLC
Mars Company Hong Kong Limited	flavia.com.hk	Mars Drinks North America, LLC

Schedule 7

Definitions and Interpretation

1. **Definitions.** In this Deed , the following words and expressions shall have the following meanings:

Affiliate means, in relation to any party, any subsidiary or parent company of that party and any subsidiary of any such parent company, in each case from time to time;

Closing Date is defined in the SPA;

Connected Persons means, in relation to a party, any Affiliate of that party and any officer, employee, agent, adviser or representative of that party or any of its Affiliates, in each case, from time to time;

Costs means losses, damages, costs (including reasonable legal costs on an indemnity basis) and expenses (including Taxation), in each case of any nature whatsoever;

Designated Assignee means:

- (a) in respect of each Transferring Owned IP listed in Schedule 3 (*Designs*), Schedule 4 (*Patents*), Schedule 5 (*Trade marks*) (and any goodwill related to those trade marks) or Schedule 6 (*Domain names*), the Assignee listed in the 'Designated Assignee' column of the relevant Schedule in relation to that Transferring Owned IP; and
- (b) in respect of any other Transferring Owned IP, Mars Drinks North America, LLC;

Dispute means a dispute arising between the parties out of or in connection with this Deed, including disputes arising out of or in connection with:

- (a) the creation, validity, effect, interpretation, performance or non-performance of, termination, or the legal relationships established by, this Deed;
- (b) claims for set-off and counterclaims; and
- (c) any non-contractual obligations arising out of or in connection with this Deed;

Drinks Business is defined in the SPA;

Drinks IP is defined in the SPA;

Excluded IP is defined in the SPA;

Governmental Authority means any administrative, executive, judicial, legislative, regulatory, licensing, competition or other governmental authority (including any Tax Authority) having applicable jurisdiction;

Intellectual Property Rights means all rights throughout the world in and to intellectual property, whether registered or unregistered, including rights in:

- (a) patents, utility models and rights in inventions;
- (b) know-how, confidential information and trade secrets;
- (c) trade marks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), rights to sue for unfair competition, and domain names (together with the rights described in (i)-(iii) below, **Trade Marks**);
- (d) copyright, moral rights, database rights and rights in designs;
- (e) intellectual property rights in software, including in any proprietary configurations developed for use with third party applications;
- (f) any other intellectual property rights; and
- (g) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (f) above,

in each case, including: (i) all goodwill associated with the business symbolised by Trade Marks; (ii) all rights, subject to applicable laws, to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation or other violation thereof and to collect and receive all damages, royalties and other proceeds and payments therefrom; and (iii) all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals, and references in this Deed to **registered** Intellectual Property Rights include Intellectual Property Rights for which an application for registration has been made;

Law means any statute, law, rule, regulation, guideline, ordinance, code or rule of law issued, administered or enforced by any Governmental Authority, and any judicial or administrative interpretation of any of these;

parent company means any company which holds a majority of the voting rights in another company, or which is a member of another company and has the right to appoint or remove a majority of its board of directors, or which is a member of another company and controls a majority of the voting rights in it under an agreement with other members, in each case whether directly or indirectly through one or more companies;

Seller Group means Mars, Incorporated and its subsidiaries from time to time but excluding the Assignees;

SPA is defined in Recital (A);

subsidiary and **subsidiaries** means any company in relation to which another company is its parent company;

Tax or **Taxation** means (a) taxes on income, profits and gains, and (b) all other taxes, levies, duties, imposts, charges and withholdings in the nature of taxation, including any excise, property, value added, sales, transfer, franchise and payroll taxes (including national insurance or social security

contributions), together with all penalties, charges, fees and interest relating to the foregoing or to any late or incorrect return in respect of any of them;

Tax Authority means any taxing or other authority (whether within or outside the United Kingdom) competent to impose any Tax liability, or assess or collect any Tax; and

Trade Mark is defined in the definition of Intellectual Property Rights; and

Transferring Owned IP means:

- (a) the registered or applied-for Intellectual Property Rights listed in Schedule 3 (*Designs*), Schedule 4 (*Patents*), Schedule 5 (*Trade marks*) and Schedule 6 (*Domain names*); and
- (b) any and all Drinks IP (other than the Intellectual Property Rights listed in subparagraph (a) above) owned by an Assignor.

2. **Interpretation.** In this Deed, unless the context requires otherwise:


- (a) references to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (in any case, whether or not it has separate legal personality);
- (b) references to a paragraph, clause or Schedule are to those of this Deed;
- (c) headings do not affect its interpretation;
- (d) the singular shall include the plural and vice versa, and references to one gender include all genders;
- (e) references to any English law legal term or concept shall, in respect of any jurisdiction other than England and Wales, be construed as references to the term or concept that most nearly corresponds to it in that jurisdiction;
- (f) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as merely illustrative and shall not limit the sense of the words preceding those terms; and
- (g) a reference to a right or an obligation of an Assignor in respect of the Transferring Owned IP shall be to the right or obligation of that Assignor in respect of the Transferring Owned IP that it owns.

3. **Enactments.** Except as otherwise expressly provided in this Deed, any reference to an enactment (which includes any legislation in any jurisdiction) includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment whenever made; (ii) any enactment that that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) whenever made under that enactment, as amended, consolidated or re-enacted as described at (i) or (ii), except to the extent that any of the matters referred to in (i) to (iii) occurs on or


after the date of this Deed and increases or alters the liability of a party under this Deed.


4. **Schedules.** The Schedules comprise schedules to this Deed and form part of this Deed.
5. **Inconsistencies.** If there is any inconsistency between any definition set out in this Schedule and a definition set out in any clause or any other Schedule, then, for the purposes of construing that clause or Schedule, the definition set out in that clause or Schedule shall prevail.

EXECUTED)
as a **DEED** by **MARS DRINKS**)
FRANCE, a company incorporated)
in France, by a person who is acting)
under the company's authority in)
accordance with the laws of that)
territory:)


Name: *Jean-Christophe Jethmann*
Title: *PRESIDENT*


EXECUTED)
as a **DEED** by **MARS DRINKS**)
GMBH, a company incorporated)
in Germany, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)


.....
Name: *JENS-CHRISTIAN JOCHIMS*
Title: *MANAGING DIRECTOR*


.....
Name: *Uwe Steinhardt*
Title: *Finance Director*

EXECUTED)
as a **DEED** by **MARS SCHWEIZ**)
AG, a company incorporated in)
Switzerland, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)

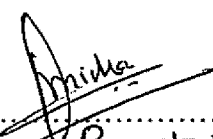
.....
Name:
Title:

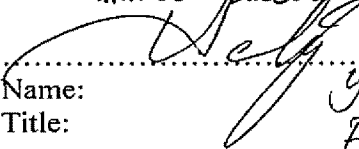

.....
Name: Christine FARRAN
Title: Senior Counsel Meltzer ale, (Director)

EXECUTED)
as a **DEED** by **MARS SCHWEIZ**)
AG, a company incorporated in)
Switzerland, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)

.....
Name:)
Title:)
.....
Name: *Lara Scheppel-Nätkenhoff*)
Title: *S & F Director*)

EXECUTED)
as a **DEED** by **MARS FOODS**)
MALAYSIA SDN BHD)
a company incorporated in Malaysia,)
by persons who are acting under the)
company's authority in accordance)
with the laws of that territory:)


.....
Name: Puneet Mishra.
Title: ~~MARCEL DIRECTOR~~


.....
Name: Yalitz Godikortesk
Title: Finance Director

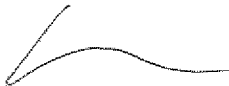
EXECUTED)
as a **DEED** by **MARS,**)
INCORPORATED,)
a company incorporated in the)
USA, by persons who are acting)
under the company's authority in)
accordance with the laws of that)
territory:)



.....
Name: *PETER M. SEKA*
Title: *AUTHORIZED SIGNATORY*

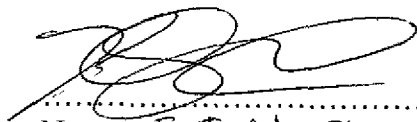
.....
Name:
Title:

EXECUTED)
as a **DEED** by **MARS DRINKS**)
NORTH AMERICA, LLC,)
a company incorporated in the)
USA, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)


.....
Name: *KAPLEN PABSALE*
Title: *Assistant Secretary*

.....
Name:
Title:

EXECUTED)
as a **DEED** by **MARS DRINKS**)
NORTH AMERICA, LLC,)
a company incorporated in the)
USA, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)





.....
Name: F. Ted McElroy
Title: Chief Financial Officer

.....
Name:
Title:

Signature

This Deed is signed by authorised representatives of the parties:

EXECUTED)
as a **DEED** by **MARS**)
AUSTRALIA PTY LTD)
acting by two directors/a)
director and the secretary:)

 **DAVID PHILLIPS**
Director
 **STEVE TORNEY**
Director/Secretary

EXECUTED)
as a **DEED** by **MARS**)
CANADA INC.)
acting by two directors/a)
director and the secretary:)

.....
Director
.....
Director/Secretary

EXECUTED)
as a **DEED** by **MARS COMPANY**)
HONG KONG LIMITED)
acting by two directors/a)
director and the secretary:)

.....
Director
.....
Director/Secretary

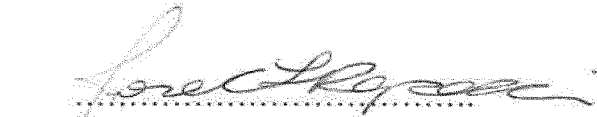
EXECUTED)
as a **DEED** by **MARS**)
GMBH)
acting by two directors/a)
director and the secretary:)

.....
Director
.....
Director/Secretary

EXECUTED)
as a **DEED** by **MARS SCHWEIZ**)
AG)
acting by two directors/a)
director and the secretary:)

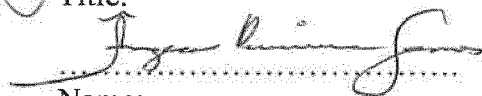
.....
Director
.....
Director/Secretary

EXECUTED)
as a **DEED** by **MASTERFOODS**)
BRASIL ALIMENTOS LTDA,)
a company incorporated in Brazil,)
by persons who are acting under the)
company's authority in accordance)
with the laws of that territory:)


.....

Name:

Title:


.....

Name:

Title:

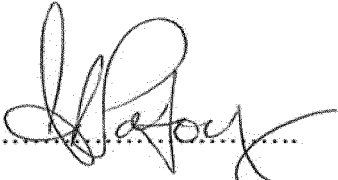
Signature

This Deed is signed by authorised representatives of the parties:

EXECUTED)
as a **DEED** by **MARS DRINKS**)
UK LIMITED)
acting by two directors:)

Director)

Director)

.....
Name: 
AR PACTON
.....
Name:

EXECUTED

as a **DEED** by **MARS GMBH**,
a company incorporated
in Germany, by persons who are
acting under the company's
authority in accordance with the
laws of that territory:

)
)
)
)
)
)
)

Laurence Etienne

Name: *Laurence Etienne*
Title: *GM Mars GmbH*

F. de Benedictis

Name: *Francesco de Benedictis*
Title: *GM Mars GmbH*

EXECUTED as a DEED
by
WRIGLEY CANDY UK

)
)
)
)
)



Name: Mayela Stuparitz
Director

In the presence of: Linda Cazares Welton

Witness Linda Caplan Welton

Occupation Tax Coordinator

Address 1132 W. Blackhawk St., Chicago, IL 60642

EXECUTED)
as a **DEED** by **MARS COMPANY**)
HONG KONG LIMITED)
a company incorporated)
in Hong Kong, by persons who are)
acting under the company's)
authority in accordance with the)
laws of that territory:)

.....
Name: Wong Sze Wing Serena
Title: Director

.....
Name: Loh Ching Yee Jenny
Title: Director