

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410840

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Societe des Produits Nestle S.A.		12/30/2016	Société Anonyme (Sa): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harvest Hill Beverage Company		
<b>Street Address:</b>	1 High Ridge Park		
<b>Internal Address:</b>	Second Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06905		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0713626	NUTRAMENT	
<b>Registration Number:</b>	2019925	NUTRAMENT THE ENERGY AND FITNESS DRINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2027878220		
<b>Email:</b>	joanna.crosby@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Joanna D. Crosby		
<b>SIGNATURE:</b>	/joannadcrosby/		
<b>DATE SIGNED:</b>	01/03/2017		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “Agreement”) is made this 30th day of December, 2016, between Société des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland and having its principal place of business at Avenue Nestlé 55, Vevey, 1800, Switzerland (“Assignor”) and Harvest Hill Beverage Company, a corporation organized under the laws of the State of Delaware and having its principal place of business at 1 High Ridge Park, Second Floor, Stamford, CT 06905 (“Assignee”).

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of December 6, 2016 (the “APA”), by and between Nestlé HealthCare Nutrition, Inc., a Delaware corporation (“Seller”) and Assignee, Assignee is acquiring certain assets of Seller;

WHEREAS, pursuant to Section 3.4(a)(ii) of the APA, at the Closing (as defined in the APA), Seller shall deliver or cause to be delivered to Assignee a Trademark Assignment Agreement assigning to Assignee all right, title and interest in and to the Business Marks (as defined in the APA) and set forth in Schedule A as appended hereto, which corresponds to Schedule 1.1(a) of the APA (the “Business Marks”); and

WHEREAS, pursuant to the APA, Assignor, which is an Affiliate of Seller (as defined in the APA), desires to assign all right, title and interest in and to the Business Marks and Assignee desires to acquire all of Assignor’s right, title and interest in and to the Business Marks.

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

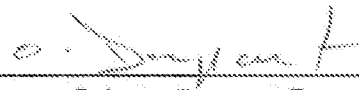
1. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee all of Assignor’s right, title, and interest in and to the Business Marks accruing under the foregoing by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including (a) any trademarks, services marks, trade names, trade dress, domain names, Facebook and other social media pages, Twitter accounts and other online or electronic identifiers, logos, slogans and any other indicia of origin or quality, any registrations and applications therefor (and any extensions, modifications, divisions and renewals of such registrations and applications), and all goodwill associated with or symbolized by any of the foregoing and (b) rights and remedies against, past, present and future infringement, dilution, misappropriation, violation or misuse of any of the foregoing.
2. This Agreement and its provisions shall be binding upon Assignor’s successors and legal representatives, and shall inure to the benefit of the successors, legal representatives and assigns of Assignee and all future assigns thereof.
3. Notwithstanding anything to the contrary in this Agreement, (a) no provision hereof shall in any way supersede, modify, replace, restrict, limit or in any way affect the rights and obligations of the parties under the APA, and (b) in the event of any conflict between the terms of this Agreement and the APA, the terms of the APA shall control.

4. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request and at the Assignee's expense, Assignor shall execute and deliver to Assignee affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Business Marks to Assignee, or any assignee or successor thereto.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.
6. With respect to any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby (each, a "Proceeding"), each party hereto irrevocably (a) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if for any reason the United States District Court for the Southern District of New York lacks subject matter jurisdiction, any New York State court sitting in New York City and (b) waives any objection that it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such party; provided, however, that such consent to jurisdiction is for the purpose referred to herein and shall not be deemed to be a general submission to the jurisdiction of such courts or any other courts for purposes outside of the scope of any Proceeding. Process in any Proceeding referred to in the preceding sentence may be served on any party in the country in which such party has its principal place of business; provided, that such process to be served to Licensor must be made in compliance with the Hague Convention.
7. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignor has executed or caused this Agreement to be executed as of the date first written above.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

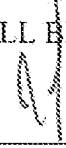
By:   
Name: Odette Dupont Bonvin  
Title: Authorised Signatory

*[Signature Page - Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 005957 FRAME: 0421**

IN WITNESS WHEREOF, Assignee has executed or caused this Agreement to be executed as of the date first written above.

HARVEST HILL BEVERAGE COMPANY

By:  \_\_\_\_\_

Name: Ian B. MacTaggart

Title: Vice President and Secretary

*[Trademark Assignment Agreement Signature Page]*

**TRADEMARK**  
**REEL: 005957 FRAME: 0422**

## SCHEDULE A

### Business Marks

Mark	Jurisdiction	Owner	Application/Registration Number	Registration Date
NUTRAMENT	Aruba	SOCIETE DES PRODUITS NESTLE SA	Reg 13501	August 14, 1989
NUTRAMENT	Barbados	SOCIETE DES PRODUITS NESTLE SA	Reg 81/2170	July 7, 1989
NUTRAMENT	Canada	SOCIETE DES PRODUITS NESTLE SA	Reg TMA125969	April 6, 1962
NUTRAMENT	Colombia	SOCIETE DES PRODUITS NESTLE SA	Reg 103605	May 11, 1983
NUTRAMENTO	Colombia	SOCIETE DES PRODUITS NESTLE SA	Reg 105800	September 16, 1983
NUTRAMENTO	Colombia	SOCIETE DES PRODUITS NESTLE SA	Reg 103604	May 11, 1983
NUTRAMENTO	Bolivia	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 49936 C	March 24, 1990
NUTRAMENT	Cuba	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 128632	October 26, 1998
NUTRAMENT	Jamaica	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 22140	February 2, 1984
NUTRAMENT	Jamaica	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg B 10196	April 29, 1964
NUTRAMENT	Jamaica	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 49656	December 19, 2006
NUTRAMENT	Trinidad and Tobago	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 38093	June 6, 2008
NUTRAMENT	Trinidad and Tobago	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 13823	December 17, 1982
	Trinidad and Tobago	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 13951	Filed on March 23, 1983
NUTRAMENT	United States	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 0713626	April 4, 1961
NUTRAMENT THE ENERGY AND FITNESS DRINK	United States	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 2019925	November 26, 1996

Mark	Jurisdiction	Owner	Application/Registration Number	Registration Date
NUTRAMENT	Belize	SOCIETE DES PRODUITS NESTLE SA	Reg 7521	April 15, 1996
NUTRAMENT	Brazil	SOCIETE DES PRODUITS NESTLE SA	Reg 006713920	June 25, 1979
NUTRAMENT	Costa Rica	SOCIETE DES PRODUITS NESTLE SA	Reg 26305	September 3, 1962
NUTRAMENT	Dominican Republic	SOCIETE DES PRODUITS NESTLE SA	Reg 147630	May 15, 2005
NUTRAMENT	France	SOCIETE DES PRODUITS NESTLE SA	Centralized Number 922532 Reg 1462029	June 28, 1968
NUTRAMAS	Guatemala	SOCIETE DES PRODUITS NESTLE SA	Reg 29017	February 25, 1975
NUTRAMENT	Ireland	SOCIETE DES PRODUITS NESTLE SA	Reg 156977	April 14, 1993
NUTRAMENT	Malaysia	SOCIETE DES PRODUITS NESTLE SA	Reg M061083	November 13, 1972
NUTRAMENT	Malaysia	SOCIETE DES PRODUITS NESTLE SA	Reg M061084	November 13, 1972
NUTRAMENT	Nicaragua	SOCIETE DES PRODUITS NESTLE SA	Reg 35799	November 14, 1997
NUTRAMENT	Nicaragua	SOCIETE DES PRODUITS NESTLE SA	Reg 35800	November 14, 1997
NUTRAMENT	Oman	SOCIETE DES PRODUITS NESTLE SA	Reg 72200	January 7, 2013
<b>NUTRAMENT</b>				
NUTRAMENT	Oman	SOCIETE DES PRODUITS NESTLE SA	Reg 72201	January 7, 2013
<b>NUTRAMENT</b>				
NUTRAMENT	Honduras	SOCIETE DES PRODUITS NESTLE SA	Reg 70595	February 16, 1998
NUTRAMENT	Honduras	SOCIETE DES PRODUITS NESTLE SA	Reg 85852	October 29, 2002
NUTRAMENT	Paraguay	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 389856	December 16, 1993
NUTRAMENT	Paraguay	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 256890	May 8, 2003
NUTRAMENT	Peru	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg PI0084897	January 15, 1990
NUTRAMENT	Peru	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg PI0048145	March 29, 1983



Mark	Jurisdiction	Owner	Application/Registration Number	Registration Date
NUTRAMENT	Peru	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg P10049242	June 16, 1983
NUTRAMENTO	Peru	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg P00134476	January 11, 2008
NUTRAMENT	South Korea	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 4002356360000	April 13, 1992
NUTRAMENT <b>NUTRAMENT</b>	Taiwan	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 00833773	January 1, 1999
NUTRAMENT	United Kingdom	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 2414063	February 16, 2006
NUTRAMENT	United Kingdom	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg B1532668	April 15, 1993
NUTRAMENT	Uruguay	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 431397	May 22, 1992
NUTRAMENT	Venezuela	SOCIETE DES PRODUITS NESTLE, S.A.	Reg P276204	December 22, 2006
NUTRAMENTO	Venezuela	SOCIETE DES PRODUITS NESTLE, S.A.	Reg F068350	March 27, 1972
NUTRAMENT <b>NUTRAMENT</b>	Vietnam	SOCIÉTÉ DES PRODUITS NESTLÉ S.A.	Reg 6201	September 19, 1992

**Domain Names:**

Domain Name	Owner	Registration Date (Created)
nutrament.com	Société des Produits Nestlé S.A	November 3, 2000