

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475314

<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>
Société des Produits Nestlé S.A.		03/31/2018	Sociedad Anonima: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fervalue USA Inc.		
<b>Street Address:</b>	7 Sylvan Way		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1658386	100 GRAND	
<b>Registration Number:</b>	0184645	BABY RUTH	
<b>Registration Number:</b>	0260196	BUTTERFINGER	
<b>Registration Number:</b>	1575366	BUTTERFINGER	
<b>Registration Number:</b>	2510400	CRISPETY, CRUNCHETY, PEANUT-BUTTERY!	
<b>Registration Number:</b>	1741532	BUTTERFINGER	
<b>Registration Number:</b>	4923718	THE CUP JUST GOT CRUNCHY!	
<b>Registration Number:</b>	1125218	CHUNKY	
<b>Serial Number:</b>	87745368	OWN EVERY MESSY BIT	
<b>Registration Number:</b>	1735088	GOOBERS	
<b>Registration Number:</b>	0152550	OH HENRY!	
<b>Registration Number:</b>	4350611	BRING THE THEATER HOME	
<b>Registration Number:</b>	1056219	RAISINETS	
<b>Registration Number:</b>	1005414	SNO-CAPS	
<b>Registration Number:</b>	1113733	MIXUPS	
<b>Registration Number:</b>	2298681	WONKA	
<b>Registration Number:</b>	1153309	THE SODA POP CANDY	
<b>Registration Number:</b>	3959024	W	
<b>Registration Number:</b>	1668679	HEART BREAKERS	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4179340	WONKA
Registration Number:	2642856	WONKA
Registration Number:	4250928	EGG FILLERS
Registration Number:	4293533	WONKA
Registration Number:	4385476	TRAVEL TRUNK COLLECTION
Registration Number:	4393697	CHOCOLATE SNOZZBERRY
Registration Number:	4393701	KALEIDOSCOPE COLLECTION
Registration Number:	4393700	OBSERVATORY COLLECTION
Registration Number:	4393699	WHIPPLESCRUMPTIOUS FUDGEMALLOW DELIGHT B
Registration Number:	4397445	INVENTING ROOM
Registration Number:	4397471	SQUARE SWEETS THAT LOOK ROUND
Registration Number:	4408739	
Registration Number:	4419511	HOLY SNOZZBERRY CREAM PIE
Registration Number:	4433440	MAGIC FUDGE
Registration Number:	4453758	TINY, TANGY CRUNCHY CANDY
Registration Number:	4544492	HARD 2 FIND

**CORRESPONDENCE DATA**

Fax Number: 2026375619

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2026375600

Email: DCPTOTrademarkMail@hoganlovells.com

Correspondent Name: Anna Kurian Shaw

Address Line 1: 555 13th Street NW

Address Line 4: Washington, D.C. 20004

**ATTORNEY DOCKET NUMBER:** 082062.000001

**NAME OF SUBMITTER:** Anna Kurian Shaw

**SIGNATURE:** /AKS/

**DATE SIGNED:** 05/24/2018

**Total Attachments: 7**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment"), dated as of March 31, 2018, is by and between SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland ("Assignor"), and FERVALUE USA INC., a Delaware corporation ("Assignee"). Reference is made to that certain letter agreement regarding notice of assignment, dated as of the date hereof, by and between Ferrero International, S.A., a Luxembourg société anonyme ("FINT"), and Nestlé USA, Inc., a Delaware corporation ("Nestlé") (an Affiliate of Assignor) (such notice, the "Assignment Notice"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the AAA (as defined below) in the form attached as Exhibit A to the Assignment Notice.

**WHEREAS**, Nestlé and FINT have entered into that certain Asset Purchase Agreement, dated as of January 16, 2018 and amended on March 14, 2018 (as the same may be amended from time to time, the "Asset Purchase Agreement"), pursuant to which, and subject to the conditions set forth therein, FINT has agreed to purchase certain assets relating to the Business (as defined in the Asset Purchase Agreement);

**WHEREAS**, Assignor, Nestec S.A. (an Affiliate of Assignor) and FINT have entered into that certain Amended and Restated Intellectual Property Purchase Agreement, dated as of March 30, 2018 (as the same may be amended from time to time, the "Intellectual Property Purchase Agreement"), pursuant to which Assignor and Nestec S.A. have agreed to sell FINT the Transferred Intellectual Property (as defined in the Intellectual Property Purchase Agreement);

**WHEREAS**, in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement and the Intellectual Property Purchase Agreement and pursuant to Section 11.6 of the Asset Purchase Agreement and Section 8.7 of the Intellectual Property Purchase Agreement, FINT has assigned to Assignee and certain of its other Affiliates, and each of Assignee and such other Affiliates has accepted from FINT, certain of FINT's rights and obligations under the foregoing Asset Purchase Agreement and Intellectual Property Purchase Agreement by entering into that certain APA Assignment & Assumption Agreement, dated as of March 30, 2018 (the "AAA");

**WHEREAS**, Assignor is the owner of the Trademarks included in the USChoco Purchased Intellectual Property, including the Trademarks set forth on Schedule A attached hereto and incorporated herein by reference (collectively, the "USChoco Purchased Trademarks"); and

**WHEREAS**, in connection with the transactions contemplated by the AAA, the Asset Purchase Agreement and the Intellectual Property Purchase Agreement and the Closing, Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to the USChoco Purchased Trademarks, together with all goodwill associated with the USChoco Purchased Trademarks, and Assignee desires to acquire from Assignor all such right, title and interest in and to the USChoco Purchased Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the USChoco

Purchased Trademarks, together with all goodwill associated with said USChoco Purchased Trademarks, and all rights to sue and recover for, and all rights to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or other violation or damage to any of the USChoco Purchased Trademarks or the associated goodwill.

Assignor further agrees that it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the USChoco Purchased Trademarks. Assignee shall be responsible for all fees for recordation of this Assignment, and Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

This Assignment is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Intellectual Property Purchase Agreement. Nothing in this Assignment is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Assignor, Nestec S.A. and FINT under the Intellectual Property Purchase Agreement. In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Intellectual Property Purchase Agreement, the terms and conditions of the Intellectual Property Purchase Agreement shall control.

All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) that would cause the application of Laws of any jurisdiction other than the State of New York.

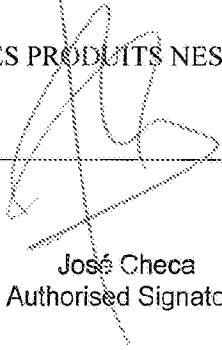
This Assignment may be signed in any number of counterparts, and delivered by facsimile or other means of electronic transmission, each of which is and shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first written above.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: \_\_\_\_\_  
Name:  
Title:

  
José Checa  
Authorised Signatory

FERVALUE USA INC.

By: 

Name: **Jorge DE MORAGA**

Title: **President**

FERVALUE USA INC.

By: 

Name: **Fabrizio MINNECI**

Vice President

Signature Page to the Trademark Assignment - Chocolate Co

**TRADEMARK**  
**REEL: 006335 FRAME: 0712**


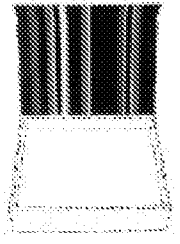
SCHEDULE A

USChoco Purchased Trademarks

Trademark	Country	Status	Classes	Filing Number	Filing Date	Registration Number	Registration Date	Owner
100 GRAND	United States Of America	Registered	30	74 079859	1990-07-19	1658386	1991-09-24	Société des Produits Nestlé S.A.
BABY RUTH <b>Baby Ruth</b>	United States Of America	Registered	30	71190008	1923-12-22	184645	1924-05-27	Société des Produits Nestlé S.A.
BUTTERFINGER <b>Butterfinger</b>	United States Of America	Registered	30	71 280991	1929-03-19	260196	1929-08-20	Société des Produits Nestlé S.A.
BUTTERFINGER	United States Of America	Registered	30	73 799494	1989-05-12	1575366	1990-01-02	Société des Produits Nestlé S.A.
CRISPETY. CRUNCHETY. PEANUT-BUTTERY!	United States Of America	Registered	30	76 229264	2001-03-26	2510400	2001-11-20	Société des Produits Nestlé S.A.
BUTTERFINGER	United States Of America	Registered	30	74 187166	1991-07-22	1741532	1992-12-22	Société des Produits Nestlé S.A.
THE CUP JUST GOT CRUNCHY!	United States Of America	Registered	30	86416658	2014-10-07	4923718	2016-03-22	Société des Produits Nestlé S.A.
CHUNKY	United States Of America	Registered	30	73147848	1977-11-09	1125218	1979-09-18	Société des Produits Nestlé S.A.
OWN EVERY MESSY BIT	United States Of America	Pending	30	87745368	2018-01-05			Société des Produits Nestlé S.A.
GOOBERS	United States Of America	Registered	30	74 208759	1991-10-02	1735088	1992-11-24	Société des Produits Nestlé S.A.
OH HENRY! <b>OH HENRY!</b>	United States Of America	Registered	30	71 150085	1921-07-06	152550	1922-02-28	Société des Produits Nestlé S.A.
BRING THE THEATER HOME	United States Of America	Registered	35	85269374	2011-03-17	4350611	2013-06-11	Société des Produits Nestlé S.A.
RAISINETS	United States Of America	Registered	30	73 090431	1976-06-14	1056219	1977-01-11	Société des Produits Nestlé S.A.
SNO-CAPS	United States Of America	Registered	30	73 003090	1973-10-09	1005414	1975-02-25	Société des Produits Nestlé S.A.
MIXUPS (col) <b>MIXUPS</b>	United States Of America	Registered	30	73 140135	1977-09-06	1113733	1979-02-20	Société des Produits Nestlé S.A.

Trademark	Country	Status	Classes	Filing Number	Filing Date	Registration Number	Registration Date	Owner
WONKA w/"Hat" dv 	United States Of America	Registered	30	75 355198	1997-09-11	2298681	1999-12-07	Société des Produits Nestlé S.A.
THE SODA POP CANDY (col) 	United States Of America	Registered	30	73 188211	1978-10-05	1153309	1981-05-05	Société des Produits Nestlé S.A.
W (WONKA) 	United States Of America	Registered	30	77917092	2010-01-21	3959024	2011-05-10	Société des Produits Nestlé S.A.
HEART BREAKERS 	United States Of America	Registered	30	74 052080	1990-04-23	1668679	1991-12-17	Société des Produits Nestlé S.A.
WONKA (2011) 	United States Of America	Registered	30	85488373	2011-12-06	4179340	2012-07-24	Société des Produits Nestlé S.A.
WONKA 	United States Of America	Registered	30	76372329	2002-02-19	2642856	2002-10-29	Société des Produits Nestlé S.A.
EGG FILLERS w/"Egg" 	United States Of America	Registered	30	85377687	2011-07-21	4250928	2012-11-27	Société des Produits Nestlé S.A.
WONKA (2011) 	United States Of America	Registered	30	85978361	2011-12-06	4293533	2013-02-19	Société des Produits Nestlé S.A.
TRAVEL TRUNK COLLECTION 	United States Of America	Registered	30	85707749	2012-08-20	4385476	2013-08-13	Société des Produits Nestlé S.A.



Trademark	Country	Status	Classes	Filing Number	Filing Date	Registration Number	Registration Date	Owner
CHOCOLATE SNOZZBERRY	United States Of America	Registered	30	85659238	2012-06-22	4393697	2013-08-27	Société des Produits Nestlé S.A.
KALEIDOSCOPE COLLECTION	United States Of America	Registered	30	85659265	2012-06-22	4393701	2013-08-27	Société des Produits Nestlé S.A.
OBSERVATORY COLLECTION	United States Of America	Registered	30	85659261	2012-06-22	4393700	2013-08-27	Société des Produits Nestlé S.A.
WHIPPLESCRUMPTIOUS FUDGEMALLOW DELIGHT BAR	United States Of America	Registered	30	85659257	2012-06-22	4393699	2013-08-27	Société des Produits Nestlé S.A.
INVENTING ROOM (WONKA)	United States Of America	Registered	30	85659535	2012-06-22	4397445	2013-09-03	Société des Produits Nestlé S.A.
SQUARE SWEETS THAT LOOK ROUND (WONKA)	United States Of America	Registered	30	85664626	2012-06-28	4397471	2013-09-03	Société des Produits Nestlé S.A.
 "Inventing room stripes" (col) (WONKA)	United States Of America	Registered	30	85703671	2012-08-14	4408739	2013-09-24	Société des Produits Nestlé S.A.
								
HOLY SNOZZBERRY CREAM PIE (WONKA)	United States Of America	Registered	30	85659251	2012-06-22	4419511	2013-10-15	Société des Produits Nestlé S.A.
MAGIC FUDGE	United States Of America	Registered	30	85659244	2012-06-22	4433440	2013-11-12	Société des Produits Nestlé S.A.
TINY, TANGY CRUNCHY CANDY	United States Of America	Registered	30	85849886	2013-02-14	4453758	2013-12-24	Société des Produits Nestlé S.A.
HARD 2 FIND w/"Magnifier"	United States Of America	Registered	30	85839718	2013-02-04	4544492	2014-06-03	Société des Produits Nestlé S.A.
