

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM521521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Société des Produits Nestlé S.A.		03/07/2019	Société Anonyme (Sa): SWITZERLAND
Nestec S.A.		03/07/2019	Société Anonyme (Sa): SWITZERLAND

RECEIVING PARTY DATA

Name:	Craig Holdings, Inc.
Street Address:	5770 Fleet St.
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008-4700
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2760695	JENNY CRAIG
Registration Number:	5481840	JENNY CRAIG TYPE 2
Registration Number:	4735712	JENNY CRAIG
Registration Number:	5669253	RAPID 16
Serial Number:	87978439	RAPID RESULTS
Serial Number:	87726795	RAPID RESULTS
Registration Number:	3519127	JENNY'S CUISINE

CORRESPONDENCE DATA

Fax Number: 5616596313

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: 561-653-5000

Email: ip@akerman.com

Correspondent Name: Patricia M. Flanagan, Akerman LLP

Address Line 1: 777 S. Flagler Drive

Address Line 2: Suite 1100, West Tower

Address Line 4: West Palm Beach, FLORIDA 33401

CH \$190.00 2760695

ATTORNEY DOCKET NUMBER:	11799-0 (353347)
NAME OF SUBMITTER:	Patricia M. Flanagan
SIGNATURE:	/Patricia M. Flanagan/
DATE SIGNED:	05/01/2019

Total Attachments: 25

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IP TRANSFER AGREEMENT

This IP Transfer Agreement (this “**Agreement**”), dated as of March 7, 2019, is made by and among Société des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland (“SPN”), Nestec S.A., a société anonyme organized under the laws of Switzerland (“Nestec” and, together with SPN, “**Transferors**”), and Craig Holdings, Inc., a Texas corporation (“**Transferee**”). SPN, Nestec and Transferee are sometimes referred to herein as the “**Parties**” and each as a “**Party**.¹

RECITALS

WHEREAS, the Parties, among others, have, simultaneously herewith, entered into that certain Agreement (the “**Craig Consent Agreement**”), requiring by its terms that the Parties enter into an agreement to transfer certain of Transferors’ intellectual property to Transferee; and

WHEREAS, this Agreement is intended by the parties to the Craig Consent Agreement as the “IP Transfer Agreement” referred to therein.

NOW THEREFORE, in consideration of the foregoing and the respective agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals; Definitions.** The recitals to this Agreement are incorporated into and made a part hereof. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Craig Consent Agreement, including those terms defined by reference therein to the Substitute IPLA (as such term is defined in the Craig Consent Agreement).

2. **Assignment.** Subject only to (and effective automatically upon, without any further action) the Closing (as defined in the Craig Purchase Agreement) (the time of such Closing, the “**Effective Time**”), Transferors hereby absolutely and irrevocably sell, transfer, convey, deliver and assign to Transferee, jointly and severally, all of Transferors’ right, title and interest throughout the world in and to , free and clear of all liens, claims and encumbrances:

(a) the marks set forth on Schedule A hereto, and any other trademarks, service marks, trade names, logos and trade dress, together with all translations, adaptations, derivations and combinations thereof, and any common law rights therein, that are or were used almost exclusively in connection with the Business through the Effective Time, together with any trademark registrations or applications therefor, and all issuances, extensions, and renewals thereof, and together with the goodwill of the business connected with the use thereof, and symbolized thereby;

(b) each Transferor’s technical and non-technical information and data, whether capable of being patented or not, that constitute confidential business information or trade secrets and are or were used almost exclusively in connection with the Business; provided, however, that, except as required by either of Sections 5 or 6, nothing in this Agreement requires Transferors to deliver an information or records to Transferee;

(c) each Transferor's copyrights and copyrightable works that are or were used exclusively in connection with the Business;

(d) the domain names set forth on Schedule B hereto;

(e) all rights of any kind whatsoever of each Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds due or payable as of the Effective Time or thereafter with respect to any and all of the foregoing (for clarity, excluding any payments due or payable to Transferors (or their designees) under the Craig Consent Agreement); and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Time, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (the items set forth in clauses (a) – (g), collectively, the “**IP Rights**”).

For purposes of this Agreement, “**Business**” shall mean the business of manufacturing, marketing, distributing, franchising and selling weight loss management products and services as conducted by the Transferee and its Subsidiaries through the Effective Time.

3. Acceptance and Assumption. Effective automatically at the Effective Time, Transferee hereby accepts the sale, transfer, assignment, conveyance and delivery of all of each Transferor's right, title and interest in and to the IP Rights, including all goodwill arising from or relating thereto.

4. Domain Name Assignment. Promptly following the Effective Time, and in any event within five days thereafter, Transferors shall deliver to the domain name registrar such duly and validly executed documents and instruments, or take such other actions, as may be required by such registrar to designate Transferee, or its designee, as the sole administrative contact and technical contact with respect to each domain name set forth on Schedule B.

5. Unassignable IP Rights. To the extent that any items that would fall within the description of Sections 2(a) – 2(g) cannot be sold, transferred, conveyed, delivered or assigned to Transferee as of the Effective Time pursuant to this Agreement because of applicable Law (any such items, “**Other IP**”), nothing in this Section 5 shall invalidate, reduce or impair the provisions of Sections 2, 3 and 4 hereof and (a) from and after the Effective Time, Transferors shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of Other IP) Other IP or otherwise dispute or challenge Transferee's or its assignees' assignment, transfer, sale, registration or use of such Other IP; and (b) effective automatically at the Effective Time, Transferors, on behalf of themselves and their respective Affiliates, hereby grant Transferee, and Transferee hereby accepts, an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense

through multiple tiers of sublicensees) to fully use, practice and exploit such Other IP, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, such Other IP. To the extent any of the Other IP cannot be, as of the Effective Time, licensed under applicable Law pursuant to this Agreement, then, effective at the Effective Time, Transferors, on behalf of themselves and their respective Affiliates, hereby irrevocably waive and agree never to assert the non-licensable Other IP against Transferee or any of Transferee's Affiliates, successors in interest, or customers or other designees (including, without limitation, any moral rights). In the event any Other IP subsequently may be sold, transferred, conveyed, delivered or assigned to Transferee, Transferors shall promptly take all reasonably necessary action to do so, upon request thereof by Transferee. Nothing in this Section 5 shall invalidate, reduce or impair the broad assignment provisions of Sections 2, 3 and 4 hereof.

6. Further Assurances. If after the Effective Time Transferee discovers any trademark registrations or applications therefor, issuances, extensions, or renewals thereof, or other intellectual property that was not set forth on Schedule A or otherwise transferred to Transferee and were or are either (i) almost exclusively used in the Business, or (ii) licensed to Transferee under the Substitute IPLA (whether or not used exclusively in the Business), then each Transferor shall transfer, convey, deliver and assign the same to Transferee, without any additional consideration therefor, free and clear of all liens and encumbrances, upon request thereof by Transferee. From time to time following the Effective Time, Transferors shall execute such other or additional instruments of transfer or conveyance in respect of the IP Rights and Other IP as are reasonably requested and prepared by Transferee, and deliver such executed instruments to Transferee within 10 Business Days of any such request, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, the U.S. Copyright Office or equivalent filings in foreign jurisdictions.

7. Rights and Privileges. All rights and any income, royalties or payments otherwise due or payable to Transferors with respect to any IP Rights and Other IP as of the Effective Time or thereafter (excluding any payments due or payable to Transferors (or their designees) under the Craig Consent Agreement) will be held and enjoyed by Transferee and its successors, executors and permitted assigns.

8. Parties In Interest. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties, or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement. This Agreement may not be amended, terminated or waived without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), and Buyer is an express third party beneficiary of this Section 8.

9. Effectiveness; Termination. For the avoidance of doubt, (a) this Agreement shall have no force or effect unless and until the Effective Time occurs, provided that it may not be revoked without the prior written consent of Buyer, unless the Craig Purchase Agreement is terminated for any reason, and (b) in the event the Craig Purchase Agreement is terminated for any reason, this Agreement shall automatically terminate, without any action of the Parties, and have no further force or effect.

10. Miscellaneous. The provisions of Section 8(a) through (c) of the Craig Consent Agreement are hereby incorporated by reference into this Agreement as if reproduced in full herein, mutatis mutandis, except to the extent that such provisions conflict with any term or provision expressly provided herein, in which case, such term or provision herein shall govern.

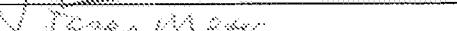
[SIGNATURE PAGE FOLLOWS]

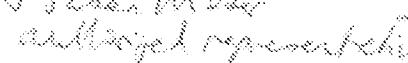
IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

TRANSFERORS:

Nestec S.A.

By: 

Name: 

Title: 

STATE OF _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the _____ of Nestec S.A., société anonyme organized under the laws of Switzerland, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2019.

Name: _____
Notary Public in and for the State of _____, residing at: _____
My Appointment Expires: _____

Authentication Nr. 12'655.-

On the basis of a comparison of signature, the undersigned, BRIGITTE FAHRNI CHIUSANO, Notary Public in Vevey for the Canton of Vaud, Switzerland, certifies the authenticity of the signature appended above by Mr Jason MOSER, Authorized Representative of Nestec SA, with its head office in Vevey, Canton de Vaud, Switzerland, who validly commits the above mentioned limited company with his individual signature. -----
VEVEY, THIS SEVENTH DAY OF MARCH TWO THOUSAND AND NINETEEN. -----





[Signature Page to IP Transfer Agreement]

Société des Produits Nestlé S.A.

By _____

Name: *Isabelle de BLIC Hamon*

Title: *Authorized Signature*

STATE OF _____)
County of _____) ss.
))

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the _____ of Société des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2019.

Name: _____
Notary Public in and for the State of _____, residing at: _____
My Appointment Expires: _____

Authentication Nr. 12'654.-

On the basis of a comparison of signature, the undersigned, BRIGITTE FAHRNI CHIUSANO, Notary Public in Vevey for the Canton of Vaud, Switzerland, certifies the authenticity of the signature appended above by Mrs Isabelle de BLIC (use name Hamon), who validly commits the limited company Société des Produits Nestlé S.A. in Vevey, Canton of Vaud, Switzerland, with her individual signature. -----
VEVEY, THIS SEVENTH DAY OF MARCH TWO THOUSAND AND NINETEEN. -----

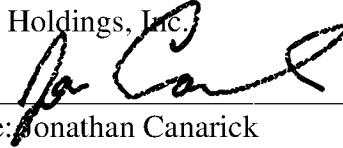


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[Signature Page to IP Transfer Agreement]

TRANSFeree:

Craig Holdings, Inc.

By: 

Name: Jonathan Canarick

Title: Vice President

STATE OF _____)
)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Jonathan Canarick is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Vice President of Craig Holdings, Inc., a Texas corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2019.

Name: _____
Notary Public in and for the State of
_____, residing at: _____
My Appointment Expires: _____

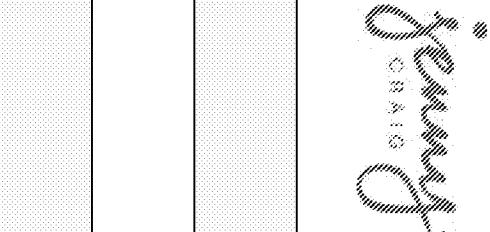
Schedule A

Transferred Marks

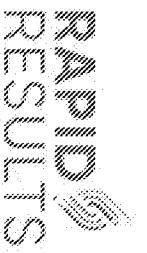
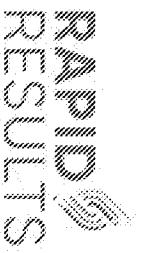
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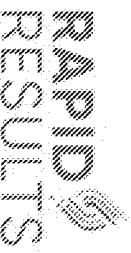
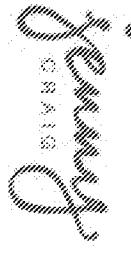
Schedule A

Country	Trademark	Logo	Owner	Current Status	Class(es)	Filing Number	Filing Date	Registration Number	Registration Date
Algeria	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30;42	10883	28 Apr 2001	60611	28 Apr 2001
Argentina	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	2328231	19 Feb 2001	1883664	02 Sep 2002
Argentina	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	42	2328232	19 Feb 2001	1883665	02 Sep 2002
Argentina	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	43		19 Feb 2001	1883665	02 Sep 2002
Argentina	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	44		19 Feb 2001	1883665	02 Sep 2002
Argentina	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	45		19 Feb 2001	1883665	02 Sep 2002
Australia	JEN4MEN		Société des Produits Nestlé S.A.	Registration	05;29;30;41; 42;44	1272567	17 Nov 2008	1272567	17 Nov 2008
Australia	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal	05;29;30;44	1257045	14 Aug 2008	1257045	14 Aug 2008
Australia	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	16	639397	31 Aug 1994	639397	31 Aug 1994

Australia	JENNY CRAIG (col)		Société des Produits Nestlé S.A.	Registration	30	639398	31 Aug 1994	639398	31 Aug 1994
Australia	JENNY CRAIG AT HOME	Société des Produits Nestlé S.A.	Registration	16;29;30;44	1719042	03 Sep 2015	1719042	05 Apr 2016	
Australia	JENNY DIRECT	Société des Produits Nestlé S.A.	Registration	16;42;44	1019578	08 Sep 2004	1019578	08 Sep 2004	
Australia	JENNY SET GO	Société des Produits Nestlé S.A.	Registration	09;16;29;30;44	1539781	08 Feb 2013	1539781	08 Feb 2013	
Australia	JENNY'S BISTRO	Société des Produits Nestlé S.A.	Registration	29;30	1508707	16 Aug 2012	1508707	16 Aug 2012	
Australia	JENNY'S CUISINE	Société des Produits Nestlé S.A.	Renewal	05	466086	27 May 1985	466086	27 May 1985	
Australia	JENNY'S CUISINE	Société des Produits Nestlé S.A.	Renewal	29	427469	27 May 1985	427469	27 May 1985	
Australia	JENNY'S CUISINE	Société des Produits Nestlé S.A.	Renewal	30	466087	27 May 1985	466087	27 May 1985	
Australia	RAPID 16	Société des Produits	Filing	44	1928665	23 May 2018			

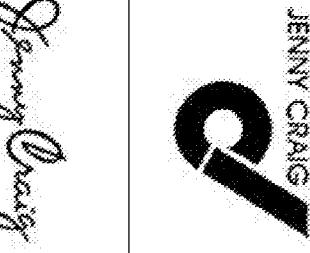
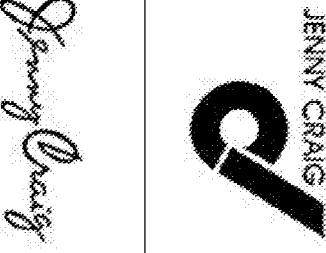
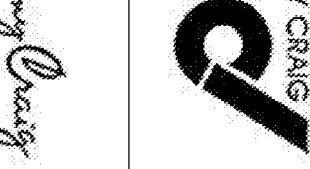
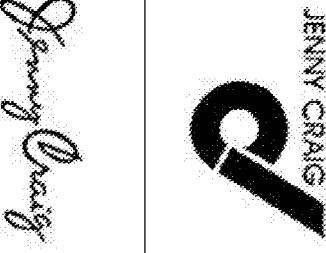
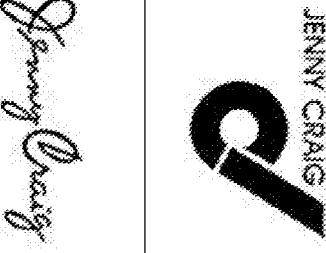
		Nestlé S.A.				
Australia	RAPID RESULTS w/"Icon" (col)	RAPID RESULTS Société des Produits Nestlé S.A.	Registration	16:44 1905212	07 Feb 2018	1905212 27 Sep 2018
Australia	SKILLPOWER	Société des Produits Nestlé S.A.	Registration	05:29;30;41; 42;44 1272565	17 Nov 2008	1272565 17 Nov 2008
Bahrain	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30 481 2001	04 Mar 2001	29341 04 Mar 2001
Bahrain	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	44 482 2001	04 Mar 2001	\$4257 04 Mar 2001
Brazil	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	29 1 82914724	22 May 2007	829147241 26 Jul 2011
Brazil	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	30 0 82364207	13 Mar 2001	823642070 04 Mar 2008
Brazil	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	42 2 82364206	13 Mar 2001	823642062 13 Mar 2007
Brazil	JENNY CRAIG in "Frame"	 Société des Produits Nestlé S.A.	Registration	42 25 Sep 1992	816895171 07 Jun 1994	
Canada	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	1093524 21 Feb 2001	575432 12 Feb 2003	

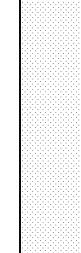
Canada	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	763052	31 Aug 1994	470592	05 Feb 1997
Canada	JENNY CRAIG & PERSONAL WEIGHT MANAGEMENT		Société des Produits Nestlé S.A.	Registration	763051	31 Aug 1994	471547	25 Feb 1997
Canada	JENNY CRAIG in "Frame"		Société des Produits Nestlé S.A.	Registration	680041	17 Apr 1991	403999	23 Oct 1992
Canada	JENNY DIRECT		Société des Produits Nestlé S.A.	Registration	1230151	08 Sep 2004	660625	10 Mar 2006
Canada	JENNY'S CUISINE in "Frame"		Société des Produits Nestlé S.A.	Registration	684967	26 Jun 1991	405886	04 Dec 1992
Canada	RAPID 16		Société des Produits Nestlé S.A.	Filing	44	1900366	22 May 2018	
Canada	RAPID RESULTS w/"Icon" (col)		Société des Produits Nestlé S.A.	Filing	29;30	1877605	15 Jan 2018	

Canada	RAPID RESULTS w/"Icon" (col)	 RAPID RESULTS	Société des Produits Nestlé S.A.	Filing	44	1878758	22 Jan 2018	
Canada	SOUPIIZERS (JENNY CRAIG)	Société des Produits Nestlé S.A.	Registration		1494983	07 Sep 2010	811626	10 Nov 2011
Chile	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30	524124	14 Apr 2001	951024	11 Dec 2001
Chile	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	44	524118	10 Apr 2001	610641	28 Nov 2001
China	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	29	21855080	10 Nov 2016	21855080	07 Feb 2018
China	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	41	21776860	03 Nov 2016	21776860	07 Feb 2018
China	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	44	21776862	03 Nov 2016	21776862	07 Feb 2018
China	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	44	4547886	18 Mar 2005	4547886	07 Oct 2008
China	JENNY CRAIG (col)	 JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	29	21869265	10 Nov 2016	21869265

China	JENNY CRAIG (col)		Société des Produits Nestlé S.A.	Registration	44	21776861	03 Nov 2016	21776861	07 Feb 2018
Costa Rica	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	20010001 283	19 Feb 2001	133263	09 May 2002
Costa Rica	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	44	20010001 284	19 Feb 2001	129909	21 Nov 2001
Denmark	JENNY CRAIG & JC (stylized)		Société des Produits Nestlé S.A.	Registration	42	VA 1987 00797	10 Feb 1987	198901082	10 Mar 1989
European Union	JEN4MEN		Société des Produits Nestlé S.A.	Registration	05;29;30;32; 41;44		24 Nov 2011	1105344	24 Nov 2011
European Union	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	29;30;41;42; 3	00824656	27 Apr 2009	8246563	14 Nov 2009
European Union	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30;42	00210550 0	26 Feb 2001	002105500	24 Apr 2003
European Union	JENNY DIRECT		Société des Produits Nestlé S.A.	Registration	29;30;41;42; 44	00824596 1	27 Apr 2009	8245961	14 Nov 2009

European Union	YOURSTYLE	Société des Produits Nestlé S.A.	Registration	44	8917247	01 Mar 2010	8917247	24 Aug 2010
France	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	43	113850101	31 Jul 2011	113850101	31 Jul 2011
Hong Kong	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	30	2795 2001	12 Jan 2001	200209440	12 Jan 2001
India	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	42	2796 2001	12 Jan 2001	200205686	12 Jan 2001
India	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	16	663604	25 Apr 1995	663604	25 Apr 1995
Iran (Islamic Republic)	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	30	663605	25 Apr 1995	663605	25 Apr 1995
Israel	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	16;30;42	7601269	13 Apr 1997	81844	03 Nov 1997
Israel	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	16	98043	11 Apr 1995	98043	11 Apr 1995
Israel	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30	146865	20 Feb 2001	146865	20 Feb 2001

Israel	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal	30	98044	11 Apr 1995	98044	11 Apr 1995
Israel	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	42	146866	20 Feb 2001	146866	20 Feb 2001
Japan	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal	42	98045	11 Apr 1995	98045	11 Apr 1995
Japan	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30;42	2001 014793	21 Feb 2001	4566107	10 May 2002
Japan	JENNY CRAIG & JC (stylized)		Société des Produits Nestlé S.A.	Registration	09;16	61 105235	31 Jul 1989	2154504	31 Jul 1989
Jordan	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	16	38712	06 Jul 1995	38712	06 Jul 1995
Jordan	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	38504	06 Jul 1995	38504	06 Jul 1995

Kuwait	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal filed	16	35536	30 Dec 1996	31961	30 Dec 1996
Kuwait	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal filed	30	35537	30 Dec 1996	42780	30 Dec 1996
Lebanon	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	16;30;44	733 366086	07 Jun 1995	126697	07 Jun 1995
Malaysia	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30	01002209	12 Jan 2001	01002209	12 Jan 2001	01002209
Malaysia	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	44	01002207	12 Jan 2001	01002207	12 Jan 2001	01002207
Mexico	JENNY DIRECT	Société des Produits Nestlé S.A.	Registration	44	705116	03 Mar 2005	916209	24 Jan 2006	916209
Morocco	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30;42	76789	20 Mar 2001	76789	20 Mar 2001	76789
New Zealand	JEN4MEN	Société des Produits Nestlé S.A.	Renewal	42;44	05;29;30;41; 799013	14 Nov 2008	799013	14 Nov 2008	799013
New Zealand	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	05;29;30;42	794384	14 Aug 2008	794384	14 Aug 2008	794384
New Zealand	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	16	172188	15 May 1987	172188	15 May 1987	172188

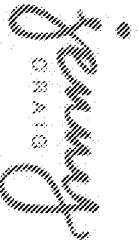
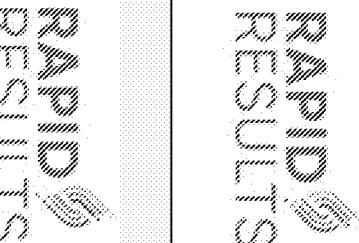
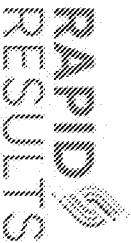
New Zealand	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	16	240508	31 Aug 1994	240508	31 Aug 1994
New Zealand	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	240509	31 Aug 1994	240509	31 Aug 1994
New Zealand	JENNY CRAIG & PERSONAL WEIGHT MANAGEMENT		Société des Produits Nestlé S.A.	Registration	16	240510	31 Aug 1994	240510	31 Aug 1994
New Zealand	JENNY CRAIG & PERSONAL WEIGHT MANAGEMENT		Société des Produits Nestlé S.A.	Registration	30	240511	31 Aug 1994	240511	31 Aug 1994
New Zealand	JENNY CRAIG (col)		Société des Produits Nestlé S.A.	Registration	16;29;30;44	1026916	03 Sep 2015	1026916	03 Sep 2015
New Zealand	JENNY CRAIG AT HOME		Société des Produits Nestlé S.A.	Registration	16;35;42;44	836598	01 Feb 2011	836598	01 Aug 2011
New Zealand	JENNY DIRECT		Société des Produits Nestlé S.A.	Registration	16;44	718263	09 Sep 2004	718263	09 Sep 2004
New Zealand	JENNY SET GO		Société des Produits	Registration	09;16;29;30;44	972487	08 Feb 2013	972487	08 Feb 2013

New Zealand	JENNY'S CUISINE	Société des Produits Nestlé S.A.	Renewal	29	158845	04 Jun 1985	158845	27 Jun 1995
New Zealand	JENNY'S CUISINE	Société des Produits Nestlé S.A.	Renewal	30	162177	20 Nov 1985	162177	20 Nov 1985
New Zealand	RAPID 16	Société des Produits Nestlé S.A.	Publication	44	1093541	23 May 2018		
New Zealand	RAPID RESULTS w/"Icon" (col)	Société des Produits Nestlé S.A.	Registration	16;29;30;44	1084717	12 Jan 2018	1084717	13 Jul 2018
New Zealand	SKILLPOWER	Société des Produits Nestlé S.A.	Renewal	05;29;30;41; 42;44	799011	14 Nov 2008	799011	11 Jun 2009
Norway	JEN4MEN	Société des Produits Nestlé S.A.	Registration	05;29;30;32; 41;44		24 Nov 2011	1105344	24 Nov 2011
Norway	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30;42	20010262 ²	23 Feb 2001	210540	20 Sep 2001
Pakistan	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	16	130512	13 Jun 1995	130512	13 Jun 1995

Pakistan	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal	30	130513	13 Jun 1995	130513	13 Jun 1995
Panama	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	113097	01 Mar 2001	113097	01 Mar 2001
Panama	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	45	22576101	26 Aug 2013	225761	01 Aug 2013
Philippines	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	05;29;30;32; 41;42;44	42012503	22 Nov 2012	503051	01 Aug 2013
Puerto Rico	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	16	35315	13 Oct 1994	35315	13 Oct 1994
Puerto Rico	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	35314	13 Oct 1994	35314	13 Oct 1994
Saudi Arabia	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	70782	21 Apr 2001	617 21	04 Mar 2002
Saudi Arabia	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	44	70783	21 Apr 2001	617 22	04 Mar 2002
Singapore	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	T01 02058A	12 Jan 2001	T0102058A	12 Jan 2001
Singapore	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	42	T01 02059Z	12 Jan 2001	T0102059Z	12 Jan 2001

South Africa	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30	2001 02914	21 Feb 2001	2001 02914	23 Feb 2006
South Africa	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	44	2001 02915	21 Feb 2001	2001 02915	23 Feb 2006
South Africa	JENNY CRAIG & WEIGHT LOSS CENTRES & JC (stylized)		Société des Produits Nestlé S.A.	Registration	42	B92 8916	20 Oct 1992	B 92 8916 20 Oct 1992
South Korea / Republic of Korea	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30;42	2001 697	23 Feb 2001	45 8889	16 Dec 2003
Switzerland	JEN4MEN	Société des Produits Nestlé S.A.	Registration	41;44	05;29;30;32; 2011	62684 21 Feb 2001	623006	24 Nov 2011
Switzerland	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	29;30;44	01832 2001	P 493710 14 Jan 2002		
Taiwan	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	29	90037258	06 Sep 2001	1024028	16 Nov 2002
Taiwan	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	30	90005659	22 Feb 2001	986398	16 Feb 2002
Taiwan	JENNY CRAIG	Société des Produits Nestlé S.A.	Registration	42	90005658	22 Feb 2001	164219	16 May 2002
United Arab Emirates	JENNY CRAIG	Société des Produits Nestlé S.A.	Renewal	16	13820	15 Nov 1995	8636	15 Nov 1995

United Arab Emirates	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal	30	13821	15 Nov 1995	8637	15 Nov 1995
United Arab Emirates	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	30	42334	30 Apr 2001	35369	21 Dec 2002
United Arab Emirates	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal	42	13822	15 Nov 1995	8638	15 Nov 1995
United Arab Emirates	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	42	42335	30 Apr 2001	35368	21 Dec 2002
United Kingdom	JENNY CRAIG		Société des Produits Nestlé S.A.	Renewal	16;30;42	2115251	08 Nov 1996	2115251	08 Nov 1996
United States Of America	JENNY CRAIG		Société des Produits Nestlé S.A.	Registration	29;30;42	76 194252	12 Jan 2001	2760695	09 Sep 2003
United States Of America	JENNY CRAIG & TYPE 2		Société des Produits Nestlé S.A.	Registration	16;43;44	87193781	05 Oct 2016	5481840	29 May 2018

United States Of America	JENNY CRAIG (col)		Société des Produits Nestlé S.A.	Registration	16;29;30;44	85825677	17 Jan 2013	4735712	12 May 2015
United States Of America	RAPID 16	RAPID RESULTS w/"Icon" (col)	Société des Produits Nestlé S.A.	Publication	44	87941726	30 May 2018		
United States Of America	RAPID RESULTS w/"Icon" (col)		Société des Produits Nestlé S.A.	Publication	16;29;30	87978439	19 Dec 2017		
United States Of America	RAPID RESULTS w/"Icon" (col)		Objection relative grounds	44	87726795	19 Dec 2017			
United States Of America	JENNY'S CUISINE ¹		Société des Produits Nestlé S.A.	Registration	46	77268272	30 Aug 2007	3519127	21 Oct 2008

¹ This trademark has expired, is no longer in use, cannot be maintained, and the final deadline for submitting the renewal will pass without action.

Schedule B

Transferred Domain Names

See attached.

Schedule B

Domains	Ordered	Managed Since	Registered	Expires
jenny-craig.de	2010-07-19	2010-07-20	2016-07-18	2019-07-18
jennycraig.at	2009-04-24	2016-02-25	2009-04-24	2019-04-24
jennycraig.ca	2010-05-04	2010-05-05	2009-04-08	2019-04-08
jennycraig.ch	2009-04-23	2009-04-24	2009-04-23	2019-04-30
jennycraig.cn	2010-09-21	2010-09-28	2010-09-21	2019-09-21
jennycraig.de	2010-08-13	2010-08-13	2015-08-03	2019-08-03
jennycraig.es	2009-04-23	2009-04-24	2009-04-23	2019-04-23
jennycraig.it	2009-04-23	2009-04-27	2009-04-27	2019-04-27
jennycraig.net	2013-06-10	2013-06-19	2005-03-22	2019-03-22
jennycraig.fff	2011-07-27	2011-12-02	2011-12-01	2021-12-01
jennycraigathome.com	2009-10-13	2009-10-13	2019-10-13	
jennycraigformen.com	2009-10-29		2009-10-29	2019-10-29
jennycraigsilver.com	2009-09-14	2009-09-14	2019-09-14	
jennycraigtype2.com	2009-10-29		2009-10-29	2019-10-29
rapidresultsforweightloss.com	2017-12-15	2017-12-15	2017-12-15	2019-12-15
rapidresultsweightloss.com	2017-12-15	2017-12-15	2017-12-15	2019-12-15