

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hain Celestial Group, Inc.		10/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hometown Food Company		
Street Address:	500 West Madison Street		
Internal Address:	Suite 3650		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1874024	ARROWHEAD MILLS	
Registration Number:	3906374	ARROWHEAD MILLS	
Registration Number:	5712863	A ARROWHEAD MILLS	
Registration Number:	1346612	RICE & SHINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	HometownIPteam@winston.com		
Correspondent Name:	Jennifer A. Golinveaux, Winston & Strawn		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Jennifer A. Golinveaux		
SIGNATURE:	/Jennifer A. Golinveaux/		
DATE SIGNED:	02/06/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made on October 7, 2019, (the “*Assignment*”), by and between The Hain Celestial Group, Inc., a Delaware corporation located at 1111 Marcus Avenue, Lake Success, NY 11042 (“*Assignor*”), and Hometown Food Company, a Delaware corporation located at 500 West Madison Street, Suite #3650, Chicago, Illinois 60661 (the “*Assignee*”).

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the “*Agreement*”), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademarks related to the Business, which such trademarks are set forth on Schedule A, including all common law trademarks, service marks, trade dress, logos, and trade names, together with all translations, adaptations, derivations, and combinations thereof and including the goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, the “*Trademarks*”); and

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the Trademarks, and is desirous of assigning and Assignee is desirous of obtaining all right, title and interest in and to the Trademarks.

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

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers unto Assignee all right, title, and interest in and to the Trademarks, worldwide, together with the goodwill of the Business symbolized by the Trademarks, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor, together with all the trademarks, service marks, logos, trade names, social media handles and user names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all benefits, privileges, causes of action, claims for damages by reason of past, present or future infringements or other violations of any rights of the Trademarks, and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions), with the right to sue for, and settle and retain proceeds from such actions, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.

2. Assignor hereby agrees to take all actions necessary, and execute any documents required, to perfect Assignee’s ownership of the Trademarks or exploit the Trademarks.

3. Assignor hereby authorizes Assignee to record this Assignment with the United States Patent and Trademark Office and any other applicable foreign trademark offices. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Trademarks. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Trademarks of foreign countries to Assignee as requested.

4. For purposes of any intent to use trademark applications or registrations relating to the Trademarks wherein a statement of use has not yet been filed, Assignee is the successor to at least that portion of Assignor's business to which such trademark applications or registrations relating to such Trademarks pertain, and to which such portion of such business is ongoing and existing.

5. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, assigns, and heirs.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same assignment. Delivery of an executed signature page by electronic means shall have the same effect as manual delivery of an originally executed signature page.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

ASSIGNOR:

THE HAIN CELESTIAL GROUP, INC.

By: Kristy Meringolo
Name: Kristy Meringolo
Title: Senior Vice President and General Counsel

County of Nassau
State of New York
Sworn to before me on this 7th day of Oct. 2019
[Signature]
Notary

MICHAEL WARREN BROZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02BR6218349
Qualified in Kings County
Commission Expires May 11, 2022

ASSIGNEE:

HOMETOWN FOOD COMPANY

By: _____
Name: Ian B. MacTaggart
Title: Vice President and Secretary

County of _____
State of _____
Sworn to before me on this ____ day of _____ 2019

Notary

[Signature Page to Trademark Assignment – Arrowhead Mills]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

ASSIGNOR:

THE HAIN CELESTIAL GROUP, INC.

By: _____
Name: Kristy Meringolo
Title: Senior Vice President and General Counsel

County of Nassau
State of New York
Sworn to before me on this ____ day of _____ 2019

Notary

ASSIGNEE:

HOMETOWN FOOD COMPANY

By: _____
Name: Ian B. MacTaggart
Title: Vice President and Secretary

County of Fairfield
State of Connecticut
Sworn to before me on this 7 day of October 2019

Notary

SAMANTHA N. MCGOLDRICK
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2024

[Signature Page to Trademark Assignment -- Arrowhead Mills]

TRADEMARK
REEL: 006858 FRAME: 0590

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ARROWHEAD MILLS	Australia	1757554	09-Mar-2016	1757554	09-Mar-2016
ARROWHEAD MILLS	Bahrain	116199	10-May-2016	116199	04-May-2017
ARROWHEAD MILLS	Bahrain	116200	10-May-2016	116200	04-May-2017
ARROWHEAD MILLS	Bahrain	116201	10-May-2016	116201	04-May-2017
ARROWHEAD MILLS	Bangladesh	198285	02-May-2016		
ARROWHEAD MILLS	Bangladesh	198286	02-May-2016		
ARROWHEAD MILLS	Bangladesh	198284	02-May-2016		
ARROWHEAD MILLS	Canada	738,500	07-Oct-1993	TMA434,147	30-Sep-1994
ARROWHEAD MILLS	China	10445117	20-Jan-2012	10445117	14-May-2013
ARROWHEAD MILLS	China	10445114	20-Jan-2012	10445114	14-May-2013
ARROWHEAD MILLS CN Composite mark	China	14397611	17-Apr-2014	14397611	14-Jun-2015
ARROWHEAD MILLS CN Composite mark	China	14397610	16-Apr-2014	14397610	28-May-2015
ARROWHEAD MILLS	Egypt	335457	18-May-2016		
ARROWHEAD MILLS	El Salvador	00086	18-Dec-2007	00086	14-Nov-2008
ARROWHEAD MILLS	El Salvador	00171	18-Dec-2007	00171	28-Nov-2008
ARROWHEAD MILLS	Honduras	6001/2013	06-Aug-2014	129595	06-Aug-2014
ARROWHEAD MILLS	Honduras	6002/2013	06-Aug-2014	129596	06-Aug-2014
ARROWHEAD MILLS	Honduras	6000/2013	06-Aug-2014	129594	06-Aug-2014
ARROWHEAD MILLS	Hong Kong	301017198	18-Dec-2007	301017198	18-Dec-2007
ARROWHEAD MILLS	India	3247693	29-Apr-2016	3247693	08-Feb-2018
ARROWHEAD MILLS	Jordan	147598	01-Jun-2016	147598	04-Jul-2017
ARROWHEAD MILLS	Jordan	147600	01-Jun-2016	147600	04-Jul-2017
ARROWHEAD MILLS	Jordan	147599	01-Jun-2016	147599	04-Jul-2017
ARROWHEAD MILLS	Kuwait	180206	10-May-2016	149992	31-Oct-2017
ARROWHEAD MILLS	Kuwait	180207	10-May-2016	149993	31-Oct-2017
ARROWHEAD MILLS	Kuwait	180208	10-May-2016	149994	31-Oct-2017
ARROWHEAD MILLS	Lebanon	174330	23-May-2016	174330	23-May-2016
ARROWHEAD MILLS	Morocco	175786	13-May-2016	175786	13-May-2016
ARROWHEAD MILLS	New Zealand	1039233	14-Mar-2016	1039233	15-Sep-2016
ARROWHEAD MILLS	Oman	102808	30-May-2016	102808	31-Oct-2017
ARROWHEAD MILLS	Oman	102809	30-May-2016	102809	31-Oct-2017
ARROWHEAD MILLS	Oman	102810	30-May-2016	102810	31-Oct-2017
ARROWHEAD MILLS	Qatar	106560	02-Jun-2016	106560	01-Nov-2017
ARROWHEAD MILLS	Qatar	106561	02-Jun-2016	106561	01-Nov-2017
ARROWHEAD MILLS	Qatar	106562	02-Jun-2016	106562	01-Nov-2017
ARROWHEAD MILLS	Saudi Arabia	1437018011	12-May-2016	1437018011	26-Aug-2016
ARROWHEAD MILLS	Saudi Arabia	1437018012	12-May-2016	1437018012	26-Aug-2016
ARROWHEAD MILLS	Saudi Arabia	1437018013	12-May-2016	1437018013	26-Aug-2016
ARROWHEAD MILLS	Singapore	40201606050Y	04-Apr-2016	40201606050Y	04-Apr-2016
ARROWHEAD MILLS	Sri Lanka	206714	18-Apr-2016	206714	19-Oct-2018

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
ARROWHEAD MILLS	Sri Lanka	206715	18-Apr-2016		
ARROWHEAD MILLS	Sri Lanka	206713	18-Apr-2016	206713	19-Oct-2018
ARROWHEAD MILLS	Taiwan	84028777	16-Mar-1997	00754181	16-Mar-1997
ARROWHEAD MILLS	UAE	254619	31-May-2016	254619	07-Mar-2018
ARROWHEAD MILLS	UAE	254620	31-May-2016	254620	07-Mar-2018
ARROWHEAD MILLS	UAE	254621	31-May-2016	254621	07-Mar-2018
ARROWHEAD MILLS	United States	74441726	30-Sep-1993	1874024	17-Jan-1995
ARROWHEAD MILLS	United States	77868619	09-Nov-2009	3906374	18-Jan-2011
ARROWHEAD MILLS Logo 2017	United States	88019701	28-Jun-2018	5712863	02-Apr-2019
RICE & SHINE	United States	73484419	11-Jun-1984	1346612	2-Jul-1985
ARROWHEAD MILLS	Yemen	74746	08-May-2016	74746	02-May-2017
ARROWHEAD MILLS	Yemen	74731	08-May-2016	74731	02-May-2017
ARROWHEAD MILLS	Yemen	74747	08-May-2016	74747	26-Nov-2017