

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jamba Juice Company		10/29/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jamba Juice Funding HoldCo LLC		
<b>Street Address:</b>	5620 Glenridge Drive NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30342		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87813180	BANANA MAN	
<b>Serial Number:</b>	87175243	BETTER BLENDED	
<b>Serial Number:</b>	87175248	BETTER BLENDED	
<b>Serial Number:</b>	86923110	JAMBA	
<b>Serial Number:</b>	87219793	JAMBA	
<b>Serial Number:</b>	87480493		
<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>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	Ann K. Ford		
<b>Address Line 1:</b>	500 8th Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Ann K. Ford		
<b>SIGNATURE:</b>	/Ann K. Ford/		
<b>DATE SIGNED:</b>	09/04/2019		
<b>Total Attachments: 10</b>			

CH \$165.00 87813180

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of October 29, 2018, by and between JAMBA JUICE COMPANY, a California corporation located at 5620 Glenridge Drive NE, Atlanta, GA 30342, (“Assignor”), and JAMBA JUICE FUNDING HOLDCO LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, GA 30342 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the First Tier Jamba Juice Contribution Agreement between the Parties of even date herewith (the “Agreement”), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

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

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

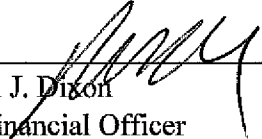
THIS TRADEMARK ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

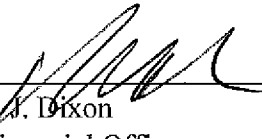
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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

**JAMBA JUICE COMPANY**

By:   
Name: Michael J. Dixon  
Title: Chief Financial Officer

**JAMBA JUICE FUNDING HOLDCO LLC**

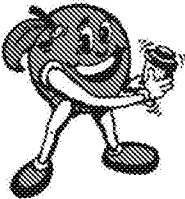



By:   
Name: Michael J. Dixon  
Title: Chief Financial Officer








*[Focus 2018-1 - Signature Page to First-Tier Trademark Assignment Agreement]*

**Schedule 1**



Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
ALOHA GREENS ALOHA GREENS	86422027	13-OCT-2014	5105544	20-DEC-2016	Registered
ALOHA PINEAPPLE	78291319	22-AUG-2003	3243490	22-MAY-2007	Registered
AMAZING GREENS AMAZING GREENS	86422025	13-OCT-2014	4984132	21-JUN-2016	Registered
APPLE CHERRY CHILL APPLE CHERRY CHILL	86747673	04-SEP-2015	4955510	10-MAY-2016	Registered
BERRY FULFILLING BERRY FULFILLING	78357000	23-JAN-2004	2982186	02-AUG-2005	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520026	30-JAN-2015	4947505	26-APR-2016	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520027	30-JAN-2015	4947506	26-APR-2016	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520036	30-JAN-2015	4947509	26-APR-2016	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520025	30-JAN-2015	5209793	23-MAY-2017	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520032	30-JAN-2015	4947507	26-APR-2016	Registered
BLEND IN THE GOOD	86520049	30-JAN-2015	4947510	26-APR-2016	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
BLEND IN THE GOOD ..... .....					
BLEND IN THE GOOD ..... BLEND IN THE GOOD .....	86520035	30-JAN-2015	4947508	26-APR-2016	Registered
CHOCOLATE MOO'D	75189895	30-OCT-1996	2174345	21-JUL-1998	Registered
<i>Design Only</i> 	86238898	01-APR-2014	4791498	11-AUG-2015	Registered
<i>Design Only</i> 	85679035	17-JUL-2012	4279953	22-JAN-2013	Registered
<i>Design Only</i> 	85679039	17-JUL-2012	4279954	22-JAN-2013	Registered
<i>Design Only</i> 	85095806	29-JUL-2010	4023768	06-SEP-2011	Registered
<i>Design Only</i>	77787923	23-JUL-2009	3887377	07-DEC-2010	Registered


Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
					
<i>Design Only</i> 	77642745	02-JAN-2009	3651041	07-JUL-2009	Registered
<i>Design Only</i> 	77181012	15-MAY-2007	3355997	18-DEC-2007	Registered
GREEN CAFFEINE 	77179166	11-MAY-2007	3493485	26-AUG-2008	Registered
JAMBA 	86543255	23-FEB-2015	4965869	24-MAY-2016	Registered
JAMBA 	77759966	15-JUN-2009	3808348	22-JUN-2010	Registered
JAMBA 	77489642	03-JUN-2008	4451565	17-DEC-2013	Registered
JAMBA	77044812	15-NOV-2006	3296446	25-SEP-2007	Registered



Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
JAMBA					
JAMBA JAMBA	78911608	19-JUN-2006	3367108	08-JAN-2008	Registered
JAMBA GO 	85364541	06-JUL-2011	4207398	11-SEP-2012	Registered
JAMBA JUICE JAMBA JUICE	86923106	29-FEB-2016	5233463	27-JUN-2017	Registered
JAMBA JUICE JAMBA JUICE	77642738	02-JAN-2009	3651040	07-JUL-2009	Registered
JAMBA JUICE 	78289478	19-AUG-2003	2874887	17-AUG-2004	Registered
JAMBA JUICE	74683110	01-JUN-1995	2014541	05-NOV-1996	Registered
JAMBACARD	78301748	17-SEP-2003	2879662	31-AUG-2004	Registered
JAMBAGO JAMBAGO	85364536	06-JUL-2011	4207397	11-SEP-2012	Registered
JAMBAWARD JAMBAWARD	86543311	23-FEB-2015	4969973	31-MAY-2016	Registered
JAMBAWARD JAMBAWARD	86537754	17-FEB-2015	4812726	15-SEP-2015	Registered
JUICE CLUB JUICE CLUB	87110855	20-JUL-2016	5252711	25-JUL-2017	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
LIVE FRUITFULLY ..... LIVE FRUITFULLY .....	85679042	17-JUL-2012	4630580	04-NOV-2014	Registered
MANGO MAGNIFICO ..... MANGO MAGNIFICO .....	86747671	04-SEP-2015	4913772	08-MAR-2016	Registered
MANGO-A-GO-GO ..... MANGO-A-GO-GO .....	78291314	22-AUG-2003	3323804	30-OCT-2007	Registered
MATCHA GREEN TEA BLAST ..... MATCHA GREEN TEA BLAST .....	78639216	27-MAY-2005	3134411	22-AUG-2006	Registered
ORANGE DREAM MACHINE	78291321	22-AUG-2003	2906506	30-NOV-2004	Registered
ORCHARD JAMBOREE ..... ORCHARD JAMBOREE .....	86747681	04-SEP-2015	4889695	19-JAN-2016	Registered
PEACH PLEASURE	75148358	12-AUG-1996	2126829	06-JAN-1998	Registered
PEANUT BUTTER MOO'D	78291337	22-AUG-2003	2903333	16-NOV-2004	Registered
PROTEIN BOOST	78294947	02-SEP-2003	2945904	03-MAY-2005	Registered
PUMPKIN SMASH ..... PUMPKIN SMASH .....	78328357	14-NOV-2003	3388782	26-FEB-2008	Registered
REAL FOOD. GREAT TASTE. PURE & SIMPLE. ..... REAL FOOD. GREAT TASTE. PURE & SIMPLE. .....	86369824	18-AUG-2014	5087083	22-NOV-2016	Registered
SQUEEZE THE DAY ..... SQUEEZE THE DAY .....	85221103	19-JAN-2011	4039849	11-OCT-2011	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
SQUEEZE THE DAY ..... SQUEEZE THE DAY .....	77228377	12-JUL-2007	3934727	22-MAR-2011	Registered
STRAWBERRIES WILD	75148336	12-AUG-1996	2275124	07-SEP-1999	Registered
STRAWBERRY SYMPHONY ..... STRAWBERRY SYMPHONY .....	86747666	04-SEP-2015	4913771	08-MAR-2016	Registered
TEAMUP 	86750564	08-SEP-2015	5055978	04-OCT-2016	Registered
TROPICAL GETAWAY ..... TROPICAL GETAWAY .....	86747676	04-SEP-2015	4889694	19-JAN-2016	Registered
TROPICAL GREENS ..... TROPICAL GREENS .....	87512859	30-JUN-2017	Not Available		Pending
WATERMELON KIWI KOOLER ..... WATERMELON KIWI KOOLER .....	86801635	28-OCT-2015	5038180	06-SEP-2016	Registered
CARIBBEAN PASSION	75296604	22-MAY-1997	2243494	04-MAY-1999	Registered
CITRUS SQUEEZE	75148341	12-AUG-1996	2138335	24-FEB-1998	Registered
JAMBA	75445205	05-MAR-1998	2526399	08-JAN-2002	Registered
JAMBA JUICE	75211733	11-DEC-1996	2097875	16-SEP-1997	Registered
RAZZMATAZZ	75148339	12-AUG-1996	2334084	28-MAR-2000	Registered
THE COLDBUSTER	75461915	03-APR-1998	2299491	14-DEC-1999	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
<i>Design Only</i> 	74726552	08-SEP-1995	2209377	08-DEC-1998	Registered