12/30/03

Form **PTO-1594**

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

01-05-2004 102638109

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) Name of conveying party(ies): HP HOOD INC QUANTUM LEAP, LLC, DBA PACIFIC BEVERAGE Internal Address: Association Individual(s) Street Address: 90 Everett Avenue, Suite 200 Limited Partnership General Partnership City: Chelsea State: MA Zip: 02150 Corporation-State Other Maryland limited liability company Individual(s) citizenship___ Association_ Additional name(s) of conveying party(ies) attached? ☐ Yes ✓ No General Partnership_ 3. Nature of conveyance: Limited Partnership Corporation-State Massachusetts Assignment Merger Change of Name Security Agreement Other If assignee is not domiciled in the United States, a domestic Other_ representative designation is attached: Yes V No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes V No Execution Date: 12/17/2003 Additional name(s) & address(es) attached? 4. Application number(s) or registration number(s): 78160666 A. Trademark Application No.(s) B. Trademark Registration No.(s) 78166868 Additional number(s) attached Yes 🗸 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Miriam J. Rovner 7. Total fee (37 CFR 3.41)....\$_65.00 Internal Address:_Goodwin Procter LLP **Enclosed** Authorized to be charged to deposit accour 8. Deposit account number: **Exchange Place** Street Address: 53 State Street 07-1700 City:_Boston State:_MA DO NOT USE THIS SPACE 9. Signature. December 30. 2003 Robert M. O'Connell, Jr. Name of Person Signing

CPI # 1703/246 043120-143573 Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002890 FRAME: 0120

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is dated the 17th of December 2003, by and between QUANTUM LEAP, LLC, dba Pacific Beverage, a Maryland limited liability company ("Assignor"), and HP HOOD INC., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the trademarks and trade names listed on the attached Exhibit A (the "Marks");

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement dated December 3, 2003 (the "Purchase Agreement"), Assignee will acquire all right, title and interest in and to all or substantially all of the assets of Assignor, specifically including the Marks;

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

- 1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with the goodwill symbolized thereby and appurtenant thereto, and any registrations or applications for registration therefor.
- 2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past infringement of the Mark, as well as the right to sue for and collect the same for its own use and enjoyment.
- 3. Assignor further authorizes the Director of the United States Patent & Trademark Office and any official of any state or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.
- 4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws thereof.
- 5. This Assignment is executed as a part of a conveyance of all of the business assets and operations of the Assignor to the Assignee, which business is ongoing and existing.

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IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

QUANTUM LEAP, LLC,

Assignor,

William V. Mospadden, Manager

H. P. HOOD INC.,

Assignee

By:

effery J. Kaneb

Vice President Logistics

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EXHIBIT A To Assignment of Trademarks

Mark

USPTO Appln. Serial No.

PACIFIC CHAI [& sun design]

78/160,666

PACIFIC CHAI [words only]

n/a

PACIFIC BEVERAGE [words only]

78/166,868

PACIFIC BEVERAGE [& sun design]

n/a

THE TASTE OF PEACE AND QUIET [words only]

n/a

LIBC/1858050.1

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RECORDED: 12/30/2003