



11-15-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REGISTRATION FORM TRADEMARK

COMMERCE Jemark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

11-9-11

1. Name of conveying party(ies): SOH IP COMPANY, INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State - ARIZONA [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: REVONAH PRETZEL BAKERY, INC. Internal Address: Street Address: 507 Baltimore Street City: Hanover State: PA Zip: 17332 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Pennsylvania [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 10/29/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2839769 2578616 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paul F. Kilmer, Esq. Internal Address: Holland & Knight LLP Suite 100 Street Address: 2099 Pennsylvania Ave., NW City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41).....\$ 65 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Paul F. Kilmer Name of Person Signing [Signature] Signature Nov. 9, 2004 Date Total number of pages including cover sheet, attachments, and document: 4

11/12/2004 MSETACHE 00000174 2839769

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 OP 02 FC:8522 25.00 OP

ASSIGNMENT AGREEMENT

This AGREEMENT is effective as of October 29, 2004, and is by and between **REVONAH PRETZEL BAKERY, INC.**, a Pennsylvania corporation ("Revonah"), and **SOH IP COMPANY, INC.**, an Arizona corporation ("SOH IP") (collectively, the "Parties").

RECITALS

A. SOH IP is the owner of certain trademarks and all goodwill associated therewith as set forth on Exhibit "A" attached hereto (collectively, the "Property"); and

B. Revonah and its parent company, Snyder's of Hanover, Inc., are currently in negotiations with a third party ("Third Party") for the purchase of all of the assets of Revonah (the "Transaction").

C. Revonah would like to purchase all right, title and interest in and to the Property. SOH IP has agreed to transfer to Revonah all of SOH IP's right, title and interest in and to the Property, under the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. SOH IP assigns, transfers and conveys to Revonah all of SOH IP's right, title and interest in and to the Property, including, without limitation, all goodwill associated with the Property.

2. Assumption. Revonah, in confirmation of the foregoing, accepts the assignment, transfer and conveyance described in Paragraph 1 hereof. Revonah understands and agrees that it shall be solely responsible for performing all of the obligations and duties necessary to maintain and protect the Property, which accrue on or after the date of the assignment. SOH IP shall have no obligation to continue such maintenance and protection for the Property. Except as otherwise stated herein, Revonah shall be responsible for preparing and filing any and all paperwork with the Patent and Trademark Office necessary to document the assignment.

3. Consideration. In consideration for the transfer of Property from SOH IP to Revonah, SOH IP and Revonah shall have exchanged good and valuable consideration. Specifically, Revonah shall pay the sum of Two Thousand Dollars (\$2,000.00) plus reimbursements for registration fees in the amount of One Thousand Four Hundred Seventy Two Dollars (\$1,472.00) to SOH IP as consideration for the Property, payable upon execution of this Agreement.

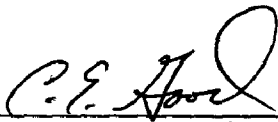
4. Cooperation. Upon Revonah's reasonable request, SOH IP shall perform all acts reasonably necessary to ensure the full and complete enjoyment by Revonah of all right, title and interest in and to the Property, including, without limitation, assisting in the execution, delivery, filing and recording of such further assignments, certificates, applications, instruments and other documents as may be reasonably requested by Revonah.

5. Rescission. In the event the Transaction with the Third Party does not close by November 1, 2004, or such other date as the parties may mutually agree, SOH IP may rescind this Agreement. In the event of such a rescission, SOH IP shall refund to Revonah the consideration referenced in Paragraph 3 above and the parties will be restored to their status existing prior to execution of this Agreement. Revonah will reasonably cooperate with SOH IP to execute and deliver any documents necessary to effect such rescission.

6. Execution. This Agreement may be executed in counterparts that shall, together, constitute one agreement.

DATED effective the day and year first above written.

REVONAH PRETZEL BAKERY, INC.
("Revonah")

By: 
Name: CHARLES E. GOOD
Title: PRESIDENT
Date: OCTOBER 25, 2004

SOH IP COMPANY, INC.
("SOH IP")

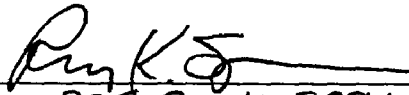
By: 
Name: ROGER K. SPENCER
Title: SECRETARY
Date: OCT 22, 2004

EXHIBIT "A"

PROPERTY

1. Revonah Hand Made (and Design), Federal Registration No. 2839769, Serial No. 76/501217
2. Revonah, Federal Registration No. 2578616, Serial No. 76/318393
3. All common law trademark rights in Revonah Hand Made, Revonah Hand Made (and Design), Revonah, and Revonah Pretzel Bakery, Inc.
4. Any and all goodwill in the foregoing trademarks

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RECORDED: 11/09/2004

**TRADEMARK
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