

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Wells Street Popcorn LLC</td> <td></td> <td>09/15/2011</td> <td>LIMITED LIABILITY COMPANY: INDIANA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Wells Street Popcorn LLC		09/15/2011	LIMITED LIABILITY COMPANY: INDIANA	
Name	Formerly	Execution Date	Entity Type						
Wells Street Popcorn LLC		09/15/2011	LIMITED LIABILITY COMPANY: INDIANA						
RECEIVING PARTY DATA									
Name:	SkinnyPop Popcorn LLC								
Street Address:	5333 Birchwood Ave.								
City:	Skokie								
State/Country:	ILLINOIS								
Postal Code:	60077								
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3971482</td> <td>SKINNYPOP</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3971482	SKINNYPOP			
Property Type	Number	Word Mark							
Registration Number:	3971482	SKINNYPOP							
CORRESPONDENCE DATA									
Fax Number:	(503)914-0301								
Phone:	503-449-9084								
Email:	MHeilbronner@IdeaLegal.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	Michael Heilbronner								
Address Line 1:	1631 NE Broadway								
Address Line 2:	No. 443								
Address Line 4:	Portland, OREGON 97232								
ATTORNEY DOCKET NUMBER:	ASSIGNMENT OF SKINNYPOP								
NAME OF SUBMITTER:	Michael Heilbronner								
Signature:	/Michael Heilbronner/								
Date:	09/16/2011								
Total Attachments: 1 source=Redacted Assignment of SKINNYPOP to SkinnyPop Popcorn LLC_Redacted#page1.tif									

OP \$40.00 3971482

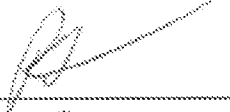
Trademark Assignment Agreement

This Trademark License Agreement (hereinafter "Agreement") is by and between Wells Street Popcorn LLC (hereinafter "Assignor") and SkinnyPop Popcorn LLC (hereinafter "Assignee") as of September 15, 2011 ("Effective Date").

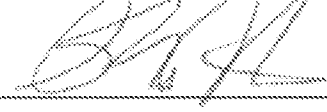
Whereas, Assignor wishes to transfer ownership of the SKINNYPOP trademark (the "Mark") to Assignee; now, therefore, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree:

1. Assignor assigns, transfers, and delivers to Assignee all of Assignor's right, title and interest in and to the Mark including, but not limited to, U.S. Registration No. 3,971,482 (the "Registration"), together with all of the goodwill, business, and common law rights associated with the Mark and the Registration, including the rights to recover for damages and profit from past infringement, if any. Assignor retains no rights or interest in or to the Mark or Registration.
2. No later than 30 days after the Effective Date, Assignee will pay Assignor \$ [REDACTED]
3. The parties' Trademark License Agreement for the Mark is terminated.
4. Assignor represents and warrants that, to the best of its knowledge, it (i) is unaware of a third party that has used or applied to register the Mark for popcorn in the United States; (ii) has the right and authorization to enter this Agreement; and (iii) it has entered no agreement in conflict with this Agreement.
5. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes and merges all previous proposals, communications, representations, understandings and agreements, whether oral or written, concerning the subject matter of this Agreement.
6. This Agreement may not be modified except by a written document signed by both parties.
7. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

Agreed to and acknowledged on behalf of  
Wells Street Popcorn LLC:

  
\_\_\_\_\_  
Name: Pamela Wilcks  
Title: Chief Operating Officer  
Date: 9-15-11

Agreed to and acknowledged on behalf of  
SkinnyPop Popcorn LLC:

  
\_\_\_\_\_  
Name: Andrew S. Freedman  
Title: Chief Executive Officer  
Date: 9-15-11