

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/10/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sun Foods, Inc.		01/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Frito-Lay North America, Inc.
Street Address:	7701 Legacy Drive
Internal Address:	Mail Stop 3A-421
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3124877	SUN SNACKS
Registration Number:	3124876	SUN SNACKS
Registration Number:	3018130	SUN SNACKS

CORRESPONDENCE DATA

Fax Number: (972)334-3871
 Phone: 972-334-2587
 Email: trademarks@pepsico.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jeanette S. Zimmer
 Address Line 1: 7701 Legacy Drive
 Address Line 2: Mail Stop 3A-421
 Address Line 4: Plano, TEXAS 75024

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NAME OF SUBMITTER:	Jeanette S. Zimmer
Signature:	/Jeanette S. Zimmer/
Date:	01/31/2012
Total Attachments: 1 source=Trademark Assignment Nunc Pro Tunc#page1.tif	

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made *nunc pro tunc*, effective as of November 10, 2011, by and between Sun Foods, Inc., a Delaware corporation having a principal place of business at 7701 Legacy Drive, Plano, Texas 75024 (hereinafter "ASSIGNOR") and Frito-Lay North America, Inc., a Delaware corporation having a principal place of business at 7701 Legacy Drive, Plano, Texas 75024 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the following trademark registrations:

- U.S. Reg. No. 3124877 for the mark SUN SNACKS;
- U.S. Reg. No. 3124876 for the mark SUN SNACKS & Design; and
- U.S. Reg. No. 3018130 for the mark SUN SNACKS

(hereinafter "the Registrations"); and

WHEREAS, ASSIGNOR wishes to transfer its ownership of the marks to the ASSIGNEE so that ASSIGNEE is listed as the correct owner of the Registrations.

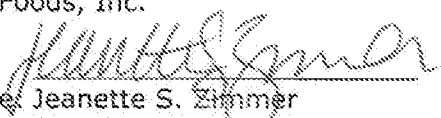
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, ASSIGNOR hereby transfers, assigns and conveys to ASSIGNEE, ASSIGNOR's entire worldwide right, title and interest in, together with the goodwill of the business symbolized by, the Registrations, together with all renewals, income, royalties, damages and payments now and hereafter due, including the right to sue for any and all past infringement that may have occurred at any time up to the date of this TRADEMARK ASSIGNMENT.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the worldwide right, title and interest in, and goodwill associated with, the Registrations intended to be conveyed by this instrument, that the same are free of any encumbrances and that no other agreement has been, or will be, executed in conflict herewith.

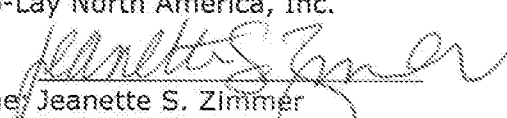
ASSIGNOR agrees to perform all affirmative acts that may be necessary or desirable to perfect the above-described transfer of the Registrations to ASSIGNEE and to maintain said registrations before both the United States Patent and Trademark Office, as well as to cooperate in obtaining and/or providing information required in any proceedings relating to said Marks and/or trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any and all other countries, to issue any and all additional registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR
Sun Foods, Inc.

By: 
Name: Jeanette S. Zimmer
Title: Assistant Secretary
& Trademark Counsel
Date: January 31, 2012

ASSIGNEE
Frito-Lay North America, Inc.

By: 
Name: Jeanette S. Zimmer
Title: Assistant Secretary
& Trademark Counsel
Date: January 31, 2012