

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

Name	Formerly	Execution Date	Entity Type
The Bachman Company		09/14/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Rice Investments, L.P.
Street Address:	900 High Street
City:	Hanover
State/Country:	PENNSYLVANIA
Postal Code:	17331
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	0528575	VALLEY-MAID
Registration Number:	0658890	BACHMAN
Registration Number:	0797349	B'S
Registration Number:	1034023	NUTZELS
Registration Number:	1245533	JAX
Registration Number:	1223601	BACHMAN NACHOS
Registration Number:	1214247	BACHMAN
Registration Number:	1214237	BACHMAN
Registration Number:	1247239	
Registration Number:	1248533	
Registration Number:	1466461	BACHMAN
Registration Number:	1466465	
Registration Number:	1522014	I PRETZELVANIA
Registration Number:	1528495	PRETZELVANIA

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Registration Number:	1597651	GOLDEN RIDGES
Registration Number:	1613088	
Registration Number:	1733371	THIN 'N LIGHT
Registration Number:	1889079	THIN 'N RIGHT
Registration Number:	1876785	CHIPITOS
Registration Number:	1975430	KIDZELS
Registration Number:	2037896	KIDZELS
Registration Number:	2044989	
Registration Number:	2063945	
Registration Number:	2063946	
Registration Number:	2063947	
Registration Number:	2048296	
Registration Number:	1909405	SNAX BOX
Registration Number:	1671939	BACHMAN JAX
Registration Number:	2204187	THE KIDZ
Registration Number:	2098271	PRETZELVANIA'S BEST
Registration Number:	2175125	GOLDEN WAVY
Registration Number:	2510930	MAX JAX
Registration Number:	2564568	PRETZELVANIA HEARTH
Registration Number:	3337529	BRICK OVEN FLAME-BAKED
Registration Number:	3506773	
Registration Number:	3551594	TREASURE PUFFS
Registration Number:	3618526	TREAT
Registration Number:	3569409	TREAT TREAT 'EM TO THE BEST!
Registration Number:	3020427	BACHMAN ALL NATURAL FROM THE AMISH COUNTRY
Registration Number:	3633300	BACHMAN CLASSIC QUALITY SINCE 1884
Registration Number:	3379835	PITA PRETZEL
Registration Number:	3925135	VALLEY MAID
Registration Number:	4057200	BEACH BARBEQUE

CORRESPONDENCE DATA

Fax Number: 2157012035

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

Phone: 2156657273

Email: jcloak@cozen.com

TRADEMARK
REEL: 004864 FRAME: 0505

Correspondent Name: J. Trevor Cloak
Address Line 1: 1900 Market Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 321689.000; PROJECT FINN

NAME OF SUBMITTER: J. Trevor Cloak

Signature: /J. Trevor Cloak/

Date: 09/20/2012

Total Attachments: 8

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS ("Assignment") made as of the 14th day of September, 2012 by THE BACHMAN COMPANY, a Pennsylvania corporation (which will hereafter change its name to Savor Street Foods, Inc. in accordance with the Purchase Agreement (as hereinafter defined)) ("Assignor"), to RICE INVESTMENTS, L.P., a Delaware limited partnership ("Assignee").

RECITAL

Assignor, Assignee, Utz Quality Foods, Inc., SRS Leasing, and UtzTran, L.L.C. are parties to an Asset Purchase Agreement dated as of August 22, 2012 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign and transfer to Assignee, and Assignee has agreed to purchase and accept, all of Assignor's right, title and interest in, to and under, among other things, certain service marks and trademarks identified in **Schedule A** attached hereto and incorporated herein by reference, the goodwill associated therewith, and the registrations and/or applications for the Trademarks reflected in the attached schedule (collectively, the "Trademarks"); and

In connection with, and as a condition of, the closing of the transactions contemplated by the Purchase Agreement, which closing is being completed on the date hereof, Assignor is executing and delivering this Assignment to Assignee to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under all of the Trademarks.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price (as such term is defined in the Purchase Agreement) to Assignor in accordance with the applicable provisions of the Purchase Agreement, the receipt of which is hereby acknowledged, hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, and each of them, together with the goodwill of the business associated therewith and which is symbolized thereby, all income, royalties, damages and/or payments due or payable in respect of the Trademarks as of the date hereof or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the Registrations, and all subsidiary rights, including all rights to sue and recover for any past, present or future infringements, misappropriations or violations thereof, the right to file applications for and secure registrations thereof and to renew, extend, maintain, abandon or otherwise control any Trademarks and associated registrations and renewals, reissues, and extensions thereof in the United States of America or any other country, the same to be held and enjoyed by the said Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made, and all common law rights in the Trademarks. Assignor confirms that by this instrument Assignee and its successors and assigns shall own the entire right, title and interest in and to the Trademarks.

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 Pennsylvania without giving effect to the principles of conflicts of laws thereof.

This Assignment is being executed and delivered by Assignor to Assignee pursuant to Section 8.2(d) of the Purchase Agreement and is made subject to the provisions of the Purchase Agreement. Assignor's liability in connection with this Assignment shall be governed solely by the provisions of Article IX of the Purchase Agreement.

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Signature Page Follows

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

THE BACHMAN COMPANY

By:



Scott R. Carpenter, President

RICE INVESTMENTS, L.P.

By: Utz Quality Foods, Inc., its general partner

By

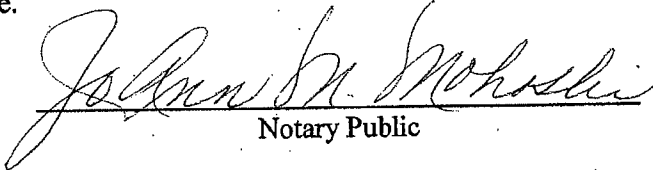
Dylan B. Lissette, President

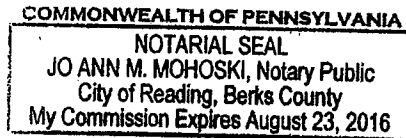
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COMMONWEALTH OF PENNSYLVANIA :
:ss.
COUNTY OF BERKS :

On this 13th day of September 2012, before me, a Notary Public, the undersigned officer, personally appeared SCOTT R. CARPENTER, an authorized officer of THE BACHMAN COMPANY, a Pennsylvania corporation, who acknowledged that he, being authorized to do so, executed the foregoing Assignment of Servicemarks and Trademarks for the purposes therein contained by signing his name on behalf of the corporation as such officer.

Sworn to and subscribed before me.


Notary Public




IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

THE BACHMAN COMPANY

By: _____
Scott R. Carpenter, President

RICE INVESTMENTS, L.P.

By: Utz Quality Foods, Inc., its general partner

By  _____
Dylan B. Lisette, President

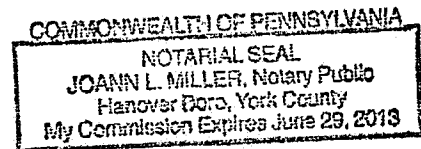
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COMMONWEALTH OF Pennsylvania :
:SS.
COUNTY OF WORK :

On this 14th day of September, 2012, before me, a Notary Public, the undersigned officer, personally appeared DYLAN B. LISSETTE, an authorized officer of UTZ QUALITY FOODS, INC., a Pennsylvania corporation, general partner of RICE INVESTMENTS, L.P., a Delaware limited partnership, who acknowledged that he, being authorized to do so, executed the foregoing Assignment of Servicemarks and Trademarks for the purposes therein contained by signing his name on behalf of the corporation as such officer.

Sworn to and subscribed before me.

Joann L. Miller
Notary Public



SCHEDULE A**Trademarks**U.S. Registered Trademarks

<u>Registration Date</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Status</u>
8/8/1950	0528575	VALLEY-MAID (Stylized)	ACTIVE
2/25/1958	0658890	BACHMAN (and Design)	ACTIVE
10/5/1965	0797349	B'S (and Design)	ACTIVE
2/17/1976	1034023	NUTZELS	ACTIVE
7/12/1983	1245533	JAX	ACTIVE
1/11/1983	1223601	BACHMAN NACHOS (and Design)	ACTIVE
10/26/1982	1214247	BACHMAN (and Design)	ACTIVE
10/26/1982	1214237	BACHMAN (and Design)	ACTIVE
8/2/1983	1247239	Popped Corn Bowl Design	ACTIVE
8/16/1983	1248533	Corn Chips Bowl Design	ACTIVE
11/24/1987	1466461	BACHMAN	ACTIVE
11/24/1987	1466465	Pretzel Design	ACTIVE
1/24/1989	1522014	I PRETZELVANIA (and Design)	ACTIVE
3/7/1989	1528495	PRETZELVANIA	ACTIVE
5/22/1990	1597651	GOLDEN RIDGES	ACTIVE
9/11/1990	1613088	Man on a Scale Design	ACTIVE
11/17/1992	1733371	THIN 'N LIGHT	ACTIVE
4/11/1995	1889079	THIN 'N RIGHT	ACTIVE
1/31/1995	1876785	CHIPITOS	ACTIVE
5/21/1996	1975430	KIDZELS	ACTIVE
2/11/1997	2037896	KIDZELS (Stylized)	ACTIVE
3/11/1997	2044989	Dog-Pretzel Design	ACTIVE
5/20/1997	2063945	Airplane-Pretzel Design	ACTIVE
5/20/1997	2063946	Person-Pretzel Design	ACTIVE
5/20/1997	2063947	Car-Pretzel Design	ACTIVE
3/25/1997	2048296	House-Pretzel Design	ACTIVE

<u>Registration Date</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Status</u>
8/1/1995	1909405	SNAX BOX	ACTIVE
1/14/1992	1671939	BACHMAN JAX (and Design)	ACTIVE
11/17/1998	2204187	THE KIDZ	ACTIVE
9/16/1997	2098271	PRETZELVANIA'S BEST (and Design)	ACTIVE
7/21/1998	2175125	GOLDEN WAVY	ACTIVE
11/20/2001	2510930	MAX JAX	EXPIRED
4/23/2002	2564568	PRETZELVANIA HEARTH	ACTIVE
11/13/2007	3337529	BRICK OVEN FLAME-BAKED	ACTIVE
9/23/2008	3506773	Puzzle Piece-Pretzel Design	ACTIVE
12/23/2008	3551594	TREASURE PUFFS	ACTIVE
5/12/2009	3618526	TREAT	ACTIVE
2/3/2009	3569409	TREAT TREAT 'EM TO THE BEST (and Design)	ACTIVE
11/29/2005	3020427	BACHMAN ALL NATURAL FROM THE AMISH COUNTRY (and Design)	ACTIVE
6/2/2009	3633300	BACHMAN CLASSIC QUALITY SINCE 1884 (and Design)	ACTIVE
2/5/2008	3379835	PITA PRETZEL	ACTIVE
3/1/2001	3925135	VALLEY MAID	ACTIVE
11/15/2011	4057200	BEACH BARBEQUE	ACTIVE

Foreign Registered Trademarks

<u>Registration Date</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Status</u>	<u>Jurisdiction</u>
2/1/1991	TMA379216	PASTAPAZAZZ	ACTIVE	Canada

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