

MRD 2/4/2014

900278594 01/29/2014

TRADEMARK ASSIGNMENT

02/25/2014  
103666218

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
Uncle Charley's Sausage Co.		01/27/2014	CORPORATION: PENNSYLVANIA

Armitage Holdings, L.P. 01/27/2014 LIMITED PARTNERSHIP: PENNSYLVANIA  
RECEIVING PARTY DATA

Name:	Uncle Charley's Sausage Company, LLC
Street Address:	1135 Industrial Park Road
City:	Vandergrift
State/Country:	PENNSYLVANIA
Postal Code:	15690
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85947065	UNCLE CHARLEY'S
Registration Number:	2539934	

CORRESPONDENCE DATA

Fax Number: 4123942555  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 412-394-2406  
 Email: rlewis@clarkhill.com  
 Correspondent Name: Kimberly Ward Bums, Esquire  
 Address Line 1: 301 Grant Street, 14th Floor  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	167228
NAME OF SUBMITTER:	Kimberly Ward Bums
Signature:	/Kimberly Ward Bums/

OP \$65.00 85947065

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Agreement"), effective as of January 27, 2014 ("Effective Date"), is made and entered into by and between UNCLE CHARLEY'S SAUSAGE CO. ("Uncle Charley's"), a Pennsylvania corporation and ARMITAGE HOLDINGS, L.P. ("Armitage"), a Pennsylvania limited partnership (collectively "Assignors") and UNCLE CHARLEY'S SAUSAGE COMPANY, LLC, a Delaware limited liability company ("Assignee").

### RECITALS:

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A, attached hereto and incorporated herein (the "Marks"); and

WHEREAS, Assignors desire to assign, and Assignee desires to acquire, all right, title and interest in and to the Marks.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and for good and valuable consideration including the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Assignment. (a) Pursuant to the terms and conditions of that certain Asset Purchase Agreement among Assignors and Assignee, dated December 23, 2013 (the "APA"), as well as the terms and conditions hereof, Assignors do hereby sell, transfer, convey, set over, assign and deliver to Assignee all Assignors' worldwide rights, title and interests in and to the Marks, including, without limitation, all statutory and/or common law rights therein, all registrations and applications for registration for the Marks together with the goodwill of the business symbolized by the Marks, effective as of the date hereof. Assignors do hereby further assign to Assignee any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past, present and/or future infringements of said common law and/or registered Marks, together with the right to sue and recover therefor, including the right to bring suit in its own name and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

(b) Assignors promptly shall deliver to Assignee all documentation pertaining to the Marks, including copies of all correspondence to or from examining authorities regarding the Marks and all correspondence with any attorney involved in the preparation and/or prosecution of the Marks.

(c) Upon execution of this Agreement, Assignors shall retain no right or license under the Marks.

2. Documentation and Cooperation. Assignors hereby covenant that, upon the request of Assignee (or its assigns), Assignors will promptly provide Assignee (or its assigns) with all pertinent facts and documents relating to the Marks and to any applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and

accessible to Assignors. Assignors will testify as to the same in any action or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and/or perfect such rights, title, and interest in Assignee, its successors and assigns for the Marks and to any applications and registrations therefor and/or said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignors in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns) provided, however, that Assignors have obtained the prior written consent of Assignee (or its successors or assigns) to incur the expense for which Assignors seek payment.

3. Warranties. Assignors represent and warrant that they are: (i) each duly organized and existing under laws of the Commonwealth of Pennsylvania and have full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) immediately prior to the execution of this Agreement, Assignors owned all right, title and interests in and to the Marks; and (iii) Assignors have the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Section 1 above.

4. Marks Issuance. Assignors hereby authorize and request any official whose duty it is to issue trademark registrations to issue each and every registration or other certificate comprising part of the Marks, as defined herein, in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Agreement.

5. Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

6. No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

7. Successors and Assigns. This Agreement shall inure to the benefit of the parties and their respective successors and assigns and shall be binding upon the parties and their respective successors and assigns.

8. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by Parties hereto as of the Effective Date.

UNCLE CHARLEY'S SAUSAGE CO.

By: Charles S. Armitage

Name: Charles S. Armitage

Title: PRESIDENT

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Allegheny )

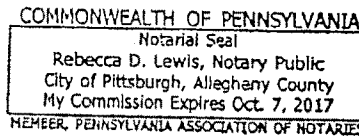
SS:

Before me, the undersigned, a Notary Public in and for said County and Commonwealth, on this 24th day of January, 2014, personally appeared Charles S. Armitage known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Rebecca D. Lewis  
Notary Public

My Commission Expires: 10.7.17



ARMITAGE HOLDINGS, L.P.

By: Charles S. Armitage

Name: Charles S. Armitage

Title: GENERAL PARTNER

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Allegheny )

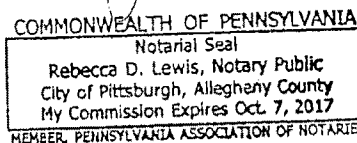
SS:

Before me, the undersigned, a Notary Public in and for said County and Commonwealth, on this 24th day of January, 2014, personally appeared Charles S. Armitage known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Rebecca D. Lewis  
Notary Public

My Commission Expires: 10.7.17



UNCLE CHARLEY'S SAUSAGE COMPANY,  
LLC

By: [Signature]

Name: LEONARD CARIC

Title: PRESIDENT

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Allegheny )

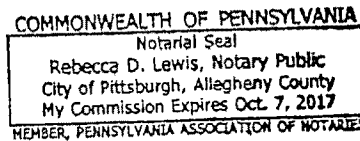
SS:

Before me, the undersigned, a Notary Public in and for said County and Commonwealth, on this 24<sup>th</sup> day of JANUARY, 2014, personally appeared LEONARD CARIC known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

[Signature]  
Notary Public

My Commission Expires: 10.7.17



**SCHEDULE A**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REGISTRATION OR APPLICATION NO.</b>
United States	Uncle Charley's	Appln. No. 85/947,065
United States	BBQ Hog Design (design only)	Reg. No. 2,539,934