

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SkinnyPop Popcorn LLC		07/17/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	TA Midco 1, LLC		
Street Address:	8135 Monticello Avenue		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60076		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3971482	SKINNYPOP	
Registration Number:	4142288	SKINNYPACK	
Registration Number:	4265552	THE BIG SKINNY	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	087724-232553		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	07/17/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 17th day of July, 2014, by and between, SkinnyPop Popcorn LLC, an Illinois limited liability company, having a usual place of business at 8135 Monticello Avenue, Skokie, Illinois 60076 ("Assignor") and TA Midco 1, LLC, a Delaware limited liability company, having a usual place of business at 8135 Monticello Avenue, Skokie, Illinois 60076 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Unit Purchase Agreement, dated as of July 17, 2014 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State or states, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

Assignor:

Assignee:

SKINNYPOP POPCORN, LLC

TA MIDCO 1, LLC

By: 

Name: Andrew S. Freedman

Title: CEO.

By: 

Name: William D. Christ

Title: President

Exhibit A

Marks

Trademark	Country	Registration No. (Issue Date)	Application No. (Filing Date)	Intl. Class	Status
SKINNYPOP	USA	3,971,482 (5/31/2011)	77,936,795 (2/16/2010)	30	Registered
SKINNYPOP	Australia China European Union India Japan Mexico Russia Turkey	N/A	A0043314 Madrid Protocol (06/18/2014)	30	Pending
SKINNYPACK	USA	4,142,288 (5/15/2012)	85,426,279 (9/19/2011)	30	Registered
THE BIG SKINNY	USA	4,265,552 (12/25/2012)	85,453,680 (10/21/2011)	30	Registered