

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Biscuits & Confections LLC		08/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Advantage Sales & Marketing LLC		
Street Address:	18100 Von Karman Ave., Suite 1000		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4268225	SOLE BONTÀ	
Registration Number:	4268223	SOLE BONTÀ	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-6479		
Email:	jjolley@perkinscoie.com		
Correspondent Name:	Jennifer L. Jolley		
Address Line 1:	1201 Third Ave, Ste 4900		
Address Line 4:	Seattle, WASHINGTON 98122		
ATTORNEY DOCKET NUMBER:	88337-0009		
NAME OF SUBMITTER:	Jennifer L. Jolley		
SIGNATURE:	/jennifer l jolley/		
DATE SIGNED:	09/17/2014		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “Assignment”), dated as of August 22, 2014, is made and entered into by and between Advantage Sales & Marketing LLC, a California limited liability company (“Buyer”) and International Biscuits & Confections LLC, a Delaware limited liability company (“Seller”), pursuant to that certain Asset Purchase Agreement, dated August 22, 2014 (the “Purchase Agreement”), by and among Buyer, Seller and the Beneficial Owners that are parties thereto. Seller and Buyer hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

“Domain Name” or “Domain Names” means the domain names listed on the attached Schedule A.

“Trademarks” means any trademark, service mark, logo, logotype, design, image, graphic, artwork, word, trade dress, identifier of any of the foregoing and any other indicia of source or origin of an entity or product, including, without limitation, the trademarks and associated design images listed on the attached Schedule A.

“Seller Web Sites” means the Web site located at www.ibcfood.com, and all Web sites located at all Domain Names together with all urls owned and/or controlled by the Seller and listed on Schedule A.

“Seller Web Site Content” means the aspects of the domain located at any Seller Web Site that may be perceived by the person accessing the Seller Web Sites and/or that constitute the underlying code or programming infrastructure. Seller Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials on a Seller Web Site and the Trademarks used in connection with a Seller Web Site. Seller Web Site Content also includes any code used to create any element of the Seller Web Site Content.

2. Trademark Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller’s right, title and interest in and to the Trademarks listed on Schedule A attached to this Assignment, together with any and all goodwill associated with the Trademarks.

4. Domain Name Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of Seller’s right, title and interest in and to the registrations of the Domain Names listed on Schedule A to this Assignment, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names.

5. Registrar Procedures. Seller will take all steps required by the current procedures promulgated by the registrars that are responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Buyer, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Buyer. Within Twenty Four (24) hours of Closing, Seller will initiate the transfer of the Domain Names to Buyer. At and after the date hereof, Seller will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Buyer's reasonable request.

6. Seller Web Site Content Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Buyer, all of its right, title and interest in and to any Seller Web Site Content, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights in or to the Seller Web Site Content, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Seller Web Site Content.

7. Additional Actions. At any time after the date of this Assignment, at Buyer's request and expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

8. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Schedules constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Domain Names and the Seller Web Site Content. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

BUYER:

ADVANTAGE SALES & MARKETING
LLC

By: _____

Name: Brian Stevens

Its: Chief Financial Officer

SELLER:

INTERNATIONAL BISCUITS &
CONFECTIONS LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

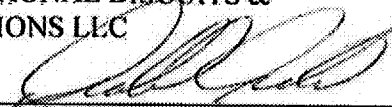
BUYER:

ADVANTAGE SALES & MARKETING
LLC

By: _____
Name: _____
Its: _____

SELLER:



INTERNATIONAL BISCUITS &
CONFECTIONS LLC



By:  _____
Name: DONALD DEMAYO
Its: PRESIDENT

Schedule A

List of Trademarks and Domain Names

Issued Trademark Registrations and Pending Application

Country	Owner	Trademark	Reg./App. No.	Filing / Reg. Dt.
US	Co-owned by: ▪ International Biscuits and Confections, Inc. and ▪ Better For You Foods LLC	SOLE BONTÀ	Reg. No. 4268225	01/01/2013
US	Co -owned by: ▪ International Biscuits and Confections, Inc. and ▪ Better For You Foods LLC	SOLE BONTÀ & Design 	Reg. No. 4268223	01/01/2013
US	International Biscuits and Confections, Inc.	SWEET ELEGANCE	Reg. No. 4099458	02/14/2012
US	International Biscuits and Confections, Inc.	Mountain LOGO 	Reg. No. 3613391	04/28/2009
US	International Biscuits and Confections, Inc.	SWISS BLISS	Reg. No. 3552486	12/30/2008
US	International Biscuits and Confections, Inc.	BISCUITS A LA CARTE	App. No. 85/860414	Filed 02/26/2013
Canada	Better For You Foods LLC	SOLE BONTÀ	App. No. 1581501	Filed 06/11/2012
Canada	International Biscuits and Confections, Inc.	SWEET ELEGANCE	Reg. No.	02/01/2012
Canada	International Biscuits and Confections, Inc.	BISCUITS A LA CARTE	Reg. No. TMA882467	07/18/2014
Canada	International Biscuits and	Mountain LOGO	Reg. No.	03/22/2010

	Confections, Inc.		TMA762175	
Mexico	International Biscuits and Confections, Inc.	SWEET ELEGANCE	Reg. No. 1128786	10/29/2009
Mexico	International Biscuits and Confections, Inc.	BISCUITS A LA CARTE	Reg. No. 1376199	06/19/2013
Mexico	International Biscuits and Confections, Inc.	Mountain LOGO 	Reg. No. 1067631	10/21/2008

Domain Name

Domain Name	Registrar
Ibcfood.com	Tucows Domains Inc.

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