

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM319497

|   |  |                        |                           |
|---|--|------------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                        |                           |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                        |                           |
| <b>CONVEYING PARTY DATA</b>   |  |                        |                           |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>  | <b>Entity Type</b>        |
| Michael Distributing Company, Inc.  |  | 12/01/2011             | CORPORATION: RHODE ISLAND |
| <b>RECEIVING PARTY DATA</b>   |  |                        |                           |
| <b>Name:</b>  | Rice Investments, L.P.                             |                        |                           |
| <b>Street Address:</b>  | 900 High Street                                    |                        |                           |
| <b>City:</b>  | Hanover  |                        |                           |
| <b>State/Country:</b>   | PENNSYLVANIA                                       |                        |                           |
| <b>Postal Code:</b>   | 17331  |                        |                           |
| <b>Entity Type:</b>   | LIMITED PARTNERSHIP: DELAWARE                      |                        |                           |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                        |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>       |                           |
| <b>Registration Number:</b>   | 1964814  | MICHAEL'S GOLD N' GOOD |                           |
| <b>Registration Number:</b>   | 1501502  | NEWPORT                |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                        |                           |
| <b>Fax Number:</b>  | 2157012273   |                        |                           |
| <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> |  |                        |                           |
| <b>Phone:</b>   | 215-665-7273                                       |                        |                           |
| <b>Email:</b>   | cmiller@cozen.com                                  |                        |                           |
| <b>Correspondent Name:</b>  | Camille M. Miller                                  |                        |                           |
| <b>Address Line 1:</b>  | 1900 Market Street                                 |                        |                           |
| <b>Address Line 2:</b>  | Cozen O'Connor, PC                                 |                        |                           |
| <b>Address Line 4:</b>  | Philadelphia, PENNSYLVANIA 19103                   |                        |                           |
| <b>ATTORNEY DOCKET NUMBER:</b>  | UTZ-0184/0185US/330861                             |                        |                           |
| <b>NAME OF SUBMITTER:</b>   | Camille M. Miller                                  |                        |                           |
| <b>SIGNATURE:</b>   | /Camille M/ Miller/                                |                        |                           |
| <b>DATE SIGNED:</b>   | 10/08/2014   |                        |                           |
| <b>Total Attachments: 4</b>   |  |                        |                           |
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| source=Michael Distributing IP Assign#page3.tif   |  |                        |                           |

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TRADEMARK



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated this 1st day of December, 2011, is entered into by and between RICE INVESTMENTS, L.P., a Delaware limited partnership ("Assignee"), and Michael Distributing Company Inc., a Rhode Island corporation ("Assignor").

### BACKGROUND

Assignor, David DBiasio, and Utz Quality Foods, Inc., an affiliate of Assignee ("Utz") are parties to an Asset Purchase Agreement dated as of August 31, 2011, as amended on October 28, 2011 (the "Purchase Agreement"), pursuant to which, among other things, Assignee and Utz have agreed to acquire substantially all of the assets of Assignor.

The Purchase Agreement provides that Assignor and Assignee shall execute and deliver at the Closing an intellectual property assignment agreement for Assignor to assign to Assignee all right, title and interest in the Business Intellectual Property (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of and pursuant to the terms and conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below, and all other capitalized terms used but not defined in this Agreement shall have the same meanings ascribed to such terms in the Purchase Agreement:

(a) "Business Intellectual Property" means the Intellectual Property owned, used or otherwise employed by Assignor in the Acquired Business, including, without limitation, the trademarks "Michael's Label" and "Michael's Newport Label".

(b) "Intellectual Property" shall mean all pending patent, copyright, trademark and servicemark applications, all patents, trademarks (whether registered or unregistered), service marks, copyrights and tradenames and all inventions on which patent, copyright (whether registered or unregistered), servicemark or trademark applications are in process or are authorized to be prepared, ideas, software (to the extent that same is transferable), trade secrets, processes, know-how, formulas, technology, inventions, goodwill and any other proprietary rights in any part of the world that are owned, used or usable by Assignor.

2. Intellectual Property Rights. Assignor hereby sells, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Business Intellectual Property.

3. Further Assurances. Assignor further covenants that, at the request of Assignee, Assignor will at all times do all such further acts and execute all such documents as may be necessary or advisable to secure the rights of Assignee to all of the rights assigned to Assignee hereunder and assist in the resolution of any questions or challenges concerning the Business

Intellectual Property. Assignor hereby agrees to cooperate with Assignee in all matters concerning the implementation of the provisions of this Agreement, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental agencies, or the taking of other actions necessary or advisable to transfer all registered Business Intellectual Property to Assignee's name and to provide whatever information or documentation is requested by Assignee with respect to the Business Intellectual Property.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with the Laws of the Commonwealth of Pennsylvania, without giving effect to the conflict or choice of law provisions of such state.

5. Amendment; Successors in Interest. This Agreement shall not be modified or amended except by a written instrument signed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts; Facsimile Signature; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or pdf transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of Assignee, Assignor, if executing this Agreement by facsimile or pdf transmission, shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or pdf transmission.

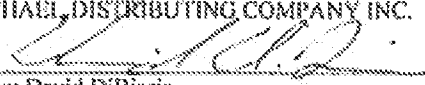
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

ASSIGNOR:

ASSIGNEE:

MICHAEL DISTRIBUTING COMPANY INC.

RICE INVESTMENTS, L.P.

By:   
Name: David DiBascio  
Title: President

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

By: \_\_\_\_\_  
Thomas Dempsey, President

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

ASSIGNOR:

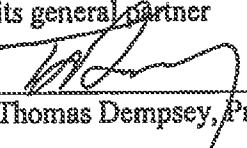
ASSIGNEE:

MICHAEL DISTRIBUTING COMPANY INC.

RICE INVESTMENTS, L.P.

By: \_\_\_\_\_  
Name: David DiBiasio  
Title: President

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

By:  \_\_\_\_\_  
Thomas Dempsey, President

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