

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2


ETAS ID: TM329596

<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>
Flanigan Farms, Inc.		01/20/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Century Snacks, LLC		
<b>Street Address:</b>	5960 Corvette Street		
<b>City:</b>	City of Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3919839	THE FITNESS SNACK	
<b>Registration Number:</b>	3916968	NUTS 'N' THINGS	
<b>Registration Number:</b>	3919471	FLANIGAN FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2138915031		
<b>Email:</b>	trademark@buchater.com		
<b>Correspondent Name:</b>	Jessie K. Reider, CA Bar No. 237113		
<b>Address Line 1:</b>	1000 Wilshire Blvd., Suite 1500		
<b>Address Line 2:</b>	Buchalter Nemer, APC		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	N5061-5001		
<b>NAME OF SUBMITTER:</b>	Jessie K. Reider		
<b>SIGNATURE:</b>	/jkr/		
<b>DATE SIGNED:</b>	01/21/2015		
<b>Total Attachments: 2</b>			
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## Trademark and Domain Name Assignment

WHEREAS Flanigan Farms, Inc., a California corporation with an address of 9552 Jefferson Blvd., Culver City, California 90232 (hereinafter "Assignor") owns, has used and uses trademarks and service marks (hereinafter the "Marks"), including but not limited to the below trademark registrations:

Mark	Registration No.
	3919839
NUTS 'N' THINGS	3916968
FLANIGAN FARMS	3919471

WHEREAS Assignor owns the Marks, including the registrations, all common law rights in and to the Marks, and has used and uses the Marks in commerce;

WHEREAS Assignor owns the domain name <FlaniganFarms.com> (the "Domain" and together with the Marks, the "Intellectual Property");

WHEREAS Assignor desires to transfer the Intellectual Property, including the Marks and all goodwill associated with the Marks;

WHEREAS New Century Snacks, LLC, a California limited liability company with a principal place of business of 5960 Corvette Street, City of Commerce, California 90040 (hereinafter "Assignee") desires to acquire all right, title and interest in and to the Intellectual Property, in and to the Marks, the goodwill symbolized by the Marks, the trademark registration, and all common law rights thereto; and

WHEREAS the Parties desire to memorialize the assignment of the Intellectual Property, including the Marks, the goodwill of the business symbolized by the Marks, the trademark registration, and all common law rights relating thereto, and all rights to recover for past infringement.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all right, title and interest in and to the Intellectual Property, including the Marks, together with the goodwill of the business symbolized by the Marks, and the trademark registrations, all common law rights relating thereto, and all rights to recover for past infringement.

Further, Assignor agrees to execute and deliver without further consideration such further instruments and other documents, and to cooperate with Assignee in any manner as may be reasonably required by Assignee to vest all rights, title, and interest in and to the Domain in Assignee and to effectuate the purpose and intent of this Agreement so that the transfer of the Domain to the Assignee is recorded in the appropriate registrar for the Domain, and to provide the relevant login information or passwords to Assignee to have unfettered access the Domain. Assignor further agrees to undertake whatever actions are required by the registrar of the Domain, including, without limitation, the initiation of the transfer process and removal of any registrar locks, to effectuate the transfer of ownership of the Domain to Assignee so that Assignee will be the sole registered owner of the Domain and the Domain will be registered on whatever domain name registrar that the Assignee shall designate.

**AGREED TO AND ACCEPTED BY THE ASSIGNOR:**

Date: 1/20/2015

By: *Monica Heeren*  
Flanigan Farms, Inc.

**AGREED TO AND ACCEPTED BY THE ASSIGNEE:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
New Century Snacks, LLC