

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339315

<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>
Better Bakery, LLC		04/24/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BBC Acquisition, LLC		
<b>Street Address:</b>	9987 Carver Road		
<b>City:</b>	Blue Ash		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45242		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86395029	SKINNY MELTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	2127353000		
<b>Email:</b>	justin.selle@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Justin Selle, Legal Assistant		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	124870/15		
<b>NAME OF SUBMITTER:</b>	Megan Manfred		
<b>SIGNATURE:</b>	/Megan Manfred/		
<b>DATE SIGNED:</b>	04/24/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the "Assignment"), effective as of April 24, 2015 (the "Effective Date"), is by and between Better Bakery, LLC, a California limited liability company, located at 28212 Constellation Road, Valencia, California 91355 ("Assignor"), on the one hand, and BBC Acquisition, LLC, a Delaware limited liability company, located at 9987 Carver Road, Blue Ash, Ohio 45242, ("Assignee"), on the other. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated February 12, 2015, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of April 21, 2015 (as amended, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's rights, title, and interests in, to and under all Intellectual Property, including, but not limited to, the registrations and application set forth on Schedule A hereto (collectively, the "Assigned IP"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned IP, and all goodwill related thereto, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Assigned IP; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned IP; and (iii) all rights corresponding to the Assigned IP throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the patents, trademarks, copyrights, or other Assigned IP (as applicable), and to issue any and all patents, trademarks, copyrights or other Assigned IP (as applicable) to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

3. Successors and Assigns. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other

person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

4. Counterparts; Effectiveness. This Assignment may be executed by the parties hereto individually or in any combination, in one (1) or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto. In the event that any signature to this Assignment or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Assignment or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

5. Headings, Gender and Person. The headings of the various Articles and Sections headings contained in this Assignment are for convenience of reference only, and do not form a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

6. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.

7. Further Assurances. At any time or from time to time after the date hereof, the Assignor shall, at the request of the Assignee, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence or perfect the consummation of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

BETTER BAKERY, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

ASSIGNEE:

BBC ACQUISITION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

BETTER BAKERY, LLC

By: \_\_\_\_\_  
Name: Josh Schreider  
Title: Manager

Acknowledged and Accepted:

ASSIGNEE:

BBC ACQUISITION, LLC

By:  \_\_\_\_\_  
Name: Michael Sims  
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 005504 FRAME: 0012**

SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT

Trademarks

<b>Jurisdiction</b>	<b>Mark</b>	<b>App. No. (App. Date)</b>	<b>Reg. No. (Reg. Date)</b>	<b>Owner Name</b>	<b>Status</b>
United States	SKINNY MELTS	86/395,029 (15-Sep-2014)		Better Bakery, LLC	Pending

Domain Names

<b>Domain Name</b>	<b>Expiration</b>	<b>Owner</b>	<b>Status</b>
betterbakeryco.com	22-Mar-2022	Better Bakery Co	Registered