

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herron Foods, LLC		03/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Utz Quality Foods, Inc.		
Street Address:	900 High Street		
City:	Hanover		
State/Country:	PENNSYLVANIA		
Postal Code:	17331		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3023507	AMISH FARMS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	215-665-7273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	330861.000		
NAME OF SUBMITTER:	Camille M. Miller		
SIGNATURE:	/Camille M. Miller/		
DATE SIGNED:	11/12/2015		
Total Attachments: 8			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") dated as of March 24, 2014 by and among, on the one hand, HERRON FOODS, LLC, a Delaware limited liability company, and THOMAS HERRON, an individual (collectively, "Assignors"), and, on the other hand, UTZ QUALITY FOODS, INC., a Pennsylvania corporation or an Affiliate of Utz designated by Utz ("Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties" and, each, a "Party".

BACKGROUND

On February 26, 2014, the Parties entered into an Asset Purchase Agreement (the "Purchase Agreement") providing for, among other things, the sale, assignment, transfer and delivery by Assignors to Assignee of all of the Intellectual Property Rights owned, used or otherwise employed by Assignors in the operation of or related to the Acquired Business, including without limitation, all formulae, recipes and manufacturing processes for making any products comprising part of the Acquired Business (the "Assigned Intellectual Property Rights"). The Purchase Agreement provides that Assignors shall execute and deliver at the Closing an assignment of intellectual property rights for Assignors to assign to Assignee all right, title and interest in the Assigned Intellectual Property Rights.

KNOW ALL BY THESE PRESENTS that Assignors, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. Defined Terms. For purposes of this Assignment, the following terms shall have the meanings set forth below, and all other capitalized terms used and not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement:
 - a. "Intellectual Property Rights" means all worldwide right, title and interest in and to all proprietary rights of every kind and nature pertaining to or deriving from any of the following, whether protected, created or arising under the applicable laws of the United States or any other jurisdiction: (a) foreign and domestic patents and patent applications (including reissuances, divisions, renewals, provisional applications, continuations, continuations in part, revisions, extensions and reexaminations), and all inventions (whether patentable or not), invention disclosures, and improvements thereof (collectively, "Patents"); (b) trademarks, service marks, trade names, trade dress, logos, slogans, names and all other devices or designs used on packaging materials or otherwise to identify any product, service, business or company, whether registered or unregistered or at common law, including all foreign and domestic applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing (collectively, "Trademarks" or "Marks"); (c) Internet domain names, and other Internet addresses, and user names, accounts, including social networking accounts, pages, and online identities (collectively, "Domain Names"); (d) copyrights, original works of authorship, whether registered or

unregistered, and including all applications, registrations and renewals of any such thing ("Copyrights"); (e) know-how, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, recipes, manufacturing processes, customer and market lists, technical data, specifications, research and development information, technology and product roadmaps, data bases, data collections and other proprietary or confidential information, (collectively, "Trade Secrets"); and (f) all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code or other readable code (collectively, "Software"), and all income, royalties, damages and payments due or payable as of the Closing Date or thereafter with respect to such Intellectual Property Rights (including damages and payments for past, present or future infringements, misappropriations or violations thereof), the right to sue and recover for past, present and/or future infringements, misappropriations or violations thereof, the right to file applications for and secure registrations thereof and to renew, extend, maintain, abandon or otherwise control any such Intellectual Property Rights.

2. Intellectual Property Rights. Subject to the terms and conditions set forth in the Purchase Agreement, Assignors, collectively and individually, hereby grant, bargain, sell, convey, transfer, assign and deliver to Assignee, its successors and assigns, free and clear of all Liens, all of the Assigned Intellectual Property Rights and any and all corresponding rights that now or hereafter may be secured by the Assignors with respect to such Assigned Intellectual Property Rights anywhere throughout the world.
3. Trademarks. Without limiting the generality of Section 2 of this Agreement, Assignors, collectively and individually, hereby grant, bargain, sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby accepts, free and clear of all Liens, all right, title, and interest in and to any and all Marks comprising part of the Assigned Intellectual Property Rights, and any and all goodwill associated therewith, if any, including without limitation the Marks identified in Schedule A.
4. Domain Names. Without limiting the generality of Section 2 of this Agreement, Assignors, collectively and individually, hereby grant, bargain, sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby accepts, free and clear of all Liens, all right, title, and interest in and to any and all Domain Names comprising part of the Assigned Intellectual Property Rights, and any and all goodwill associated therewith, if any, including without limitation the Domain Names set forth in Schedule B.
5. Copyrights. Without limiting the generality of Section 2 of this Agreement, Assignors, collectively and individually, hereby grant, bargain, sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby accepts, free and clear of all Liens, all right, title, and interest in and to any and all Copyrights comprising part of the Assigned Intellectual Property Rights, including without limitation the Copyrights in the works identified in Schedule C.
6. Recordal / Further Assurances. Assignors hereby authorize Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee

as the assignee and owner of such Assigned Intellectual Property Rights, as applicable, and hereby consent to such recordal. Assignors further covenant that, at the request of Assignee, Assignors will at all times do all such further acts and execute all such documents, at their sole cost and expense, as may be reasonably necessary or desirable 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 Assigned Intellectual Property Rights. Assignors hereby agree to cooperate, at their sole cost and expense, with Assignee in all matters concerning the implementation of the provisions of this Assignment, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental entities, or the taking of other actions necessary or advisable, to transfer all Assigned Intellectual Property Rights to Assignee's name, including without limitation those set forth in any schedule hereto.

7. Further Assignments. In furtherance of the foregoing provisions hereof, contemporaneously with the execution and delivery of this Assignment, Assignors will execute and deliver to Assignee an Assignment of Domain Names in the form attached as Exhibit D to the Purchase Agreement with respect to Assignors' Domain Names.
8. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.
9. Purchase Agreement. This Assignment is being executed and delivered by Assignors to Assignee pursuant to Section 8.2(c) and 8.3(h) of the Purchase Agreement and is made subject to the provisions of the Purchase Agreement. Assignors' and Assignee's liability in connection with this Assignment shall be governed solely by the provisions of the Purchase Agreement.

[Signature Appear on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Intellectual Property Rights to be executed and delivered by themselves or their duly authorized officers, as appropriate, as of the day and year first above written.

ASSIGNORS

HERRON FOODS, LLC

Thomas E. Herron
Thomas Herron

By: Thomas E. Herron President
Name: Thomas Herron
Title: President

ASSIGNEE

UTZ QUALITY FOODS, INC.

By: _____
Name: Dylan B. Lissette
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Intellectual Property Rights to be executed and delivered by themselves or their duly authorized officers, as appropriate, as of the day and year first above written.

ASSIGNORS

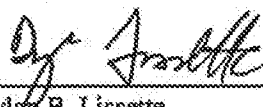
HERRON FOODS, LLC

Thomas Herron

By: _____
Name: Thomas Herron
Title: President

ASSIGNEE

UTZ QUALITY FOODS, INC.

By:  _____
Name: Dylan B. Lissette
Title: President and Chief Executive
Officer

SCHEDULE A
TRADEMARKS

Registered Trademarks

U.S. Trademark Registration 3,023,507 for AMISH FARMS and design.

Unregistered Trademarks



1.



2.

Herron Foods, LLC (in any color)

3. HERRON FOODS, LLC

4. HERRON FOODS .

5. Any trademarks associated with the products under the Amish Farms brand

SCHEDULE B
DOMAIN NAMES

1. heronfoods.com
2. amishfarmsohio.com

SCHEDULE C
COPYRIGHTS

1. The websites herronfoods.com and amishfarmsohio.com and all associates images and content appearing thereon
2. All copyrighted works in the film used in connection with the products under the Amish Farms brand

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