

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KLN Enterprises, Inc.		11/23/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Barrel O'Fun Snack Foods Co., LLC		
Street Address:	400 Lakeside Dr.		
Internal Address:	PO Box 230		
City:	Perham		
State/Country:	MINNESOTA		
Postal Code:	56573		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2719213	VIC'S CORN POPPER	
Registration Number:	2719214	VIC'S CORN POPPER	
Registration Number:	1416256	VIC'S CORN POPPER	
Serial Number:	86512425	ENGINE CO. 51	
Serial Number:	86512461	ENGINE CO. 51	
Registration Number:	4126643	TIO CARLITO'S	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	15618-8-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		

CH \$165.00 2719213

DATE SIGNED:	11/23/2015
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Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This **ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES** (this "Assignment") dated as of November 23, 2015, is entered into by and among KLN Enterprises, Inc. ("Assignor") and Barrel O'Fun Snack Foods Co., LLC ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of October 1, 2015 (the "Purchase Agreement"), by and among Assignor, Assignee and others. Pursuant Section 7.17(b) of the Purchase Agreement, Assignor has agreed to assign, transfer, and convey in full to Assignee all of Assignor's right, title and interest in and to certain trademarks and domain names free and clear of all Encumbrances, other than Permitted Encumbrances;

B. Assignor desires to transfer, and Assignee desires to accept such transfer of, all Assignor's right, title, and interest in, to, or under the trademarks set forth on Exhibit A together with any and all goodwill associated with the foregoing (such trademarks and goodwill, collectively, the "Trademarks") and the domain names set forth on Exhibit B (collectively, the "Domain Names"); and

C. The Purchase Agreement requires the execution and delivery of this Assignment upon the consummation of the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the transactions contemplated in the Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby convey, assign, transfer and deliver unto Assignee, and Assignee hereby accepts such conveyance, assignment, transfer, and delivery of all Assignor's rights, title and interest in, to and under the Trademarks and the Domain Names Including, without limitation, all rights, if any, of Assignor to income, royalties, payments accrued, due or payable as of the date herof or after, bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademarks or Domain Names, including the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignee hereby assumes and agrees to be responsible for the payment, performance, and discharge of obligations related to the Trademarks and Domain Names, to the extent accruing on or after the date hereof.

2. Incorporation of Purchase Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Purchase Agreement. This Assignment is executed pursuant to the Purchase Agreement and is entitled to

the benefits and subject to the provisions thereof. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in or contemplated by the Purchase Agreement, and in the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Assignor's and Assignee's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement and subject to the limitations, qualifications and procedures set forth therein.

3. Further Assurances. Assignor hereby covenants and agrees to and with Assignee to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to Assignee all such further acts, assignments, transfers, powers of attorney and assurances that may be reasonably requested by Assignee as necessary or desirable to grant, sell, convey, assign, transfer, set over to or vest in Assignee all rights, title and interests of Assignor in, to and under the Trademarks or Domain Names. Assignee shall have the right, at its sole expense, to file or record this Agreement with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Trademarks.

4. Successors and Assigns. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered one and the same agreement, and shall become effective when all such counterparts have been signed by each of the parties and delivered to the other parties. Any signature delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to this Assignment. A party that delivers a signature page in this manner agrees to later deliver an original counterpart signature page to the other parties.

6. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

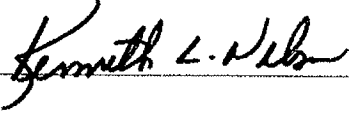
7. Miscellaneous. Each of Sections 8.2 through 8.12, to the extent applicable, of the Purchase Agreement are hereby incorporated by reference and shall apply to the terms of this Agreement mutatis mutandis. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants, agreements and indemnifications contained in the Purchase Agreement, and such representations, warranties, covenants, agreements and indemnifications shall remain in full force and effect in accordance with the terms of the Purchase Agreement.

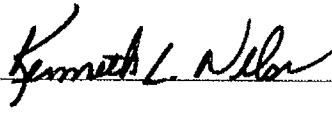
[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

KLN Enterprises, Inc.

Barrel O'Fun Snack Foods Co., LLC

By: 

By: 

Name: Kenneth L. Nelson

Name: Kenneth L. Nelson

Title: Chief Executive Officer & President

Title: Chief Executive Officer & President

Signature page to Assignment of Trademarks and Domain Names

**TRADEMARK
REEL: 005675 FRAME: 0029**

EXHIBIT A
Description of Trademarks

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE
VIC'S CORN POPPER	United States of America	76/434,779	Jul 26, 2002	2,719,213	May 27, 2003
VIC'S CORN POPPER and Design	United States of America	76/434,780	Jul 26, 2002	2,719,214	May 27, 2003
VIC'S CORN POPPER and Design	United States of America	73/556,120	Aug 30, 1985	1,416,256	Nov 4, 1986
Engine Co. 51	United States of America	86/512,425	Jan 23, 2015		Pending
Engine Co. 51	United States of America	86/512,461	Jan 23, 2015	4,795,198	Aug 18, 2015
Tio Carlito's	United States of America	85/234,127	Feb 4, 2011	4,126,643	Apr 10, 2012

EXHIBIT B
Description of Domain Names

Internet Domain Name	Registrar
podcastsnaacks.com	GoDaddy.com, LLC
rachelkettlechips.com	GoDaddy.com, LLC