

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HannahMax Baking, Inc.		01/05/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Thin Delicious LLC		
Street Address:	14601 S MAIN ST		
City:	Gardena		
State/Country:	CALIFORNIA		
Postal Code:	90248		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86774925	COOKIE CHIPS	
Serial Number:	86774963	CRUNCHY COOKIE CHIPS	
Registration Number:	4344521	CRUNCHY COOKIE CHIPS	
Registration Number:	4344520	COOKIE CHIPS	
Registration Number:	4277283	TASTES LIKE A COOKIE, EATS LIKE A CHIP	
Registration Number:	3223400	PURE PASSION FOR PASTRY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	310-775-5991		
Email:	greggsultanesq@gmail.com		
Correspondent Name:	Gregg R. Sultan		
Address Line 1:	1203 South Crescent Heights Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90035		
NAME OF SUBMITTER:	Gregg R. Sultan		
SIGNATURE:	/grs/		
DATE SIGNED:	03/03/2016		
Total Attachments: 5			

OP \$165.00 86774925

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TRADEMARK ASSIGNMENT

(HannahMax Baking, Inc. to Thin Delicious LLC)

THIS TRADEMARK ASSIGNMENT, dated as of January 5, 2016 (this "Assignment"), is made between HANNAHMAX BAKING, INC., a California corporation ("Assignor"), and THIN DELICIOUS LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, Stuart Schwarz and Joanne Adirim are parties to that certain Asset Purchase Agreement, dated as of January 5, 2016 (as amended, restated or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, among other things, all of Assignor's right, title and interest in and to the United States trademarks set forth on Schedule A appended hereto (collectively, the "Trademarks").

WHEREAS, this Assignment is executed and delivered pursuant to and as required by the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all rights, title and interests of Assignor in and to the Trademarks, together with the goodwill of Assignor's business appurtenant thereto and/or symbolized thereby, all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks, and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement and/or dilution of the Trademarks and the rights thereto.
2. Assignor, at Assignee's expense, shall execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate.
3. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York.
4. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.
5. This Assignment may be executed in one or two counterparts, each of which shall be deemed an original. Facsimile or other printable electronic signatures (e.g., PDF file transmission) shall be deemed to have the same effect as an original signature.

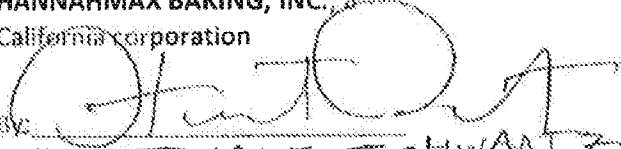
6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Trademark Assignment.

ASSIGNOR

HANNAHMAX BAKING, INC., a
California corporation

By: 
Name: STUART SCHWARTZ
Title: PRESIDENT

ASSIGNEE

THIN DELICIOUS LLC, a
Delaware limited liability company
By: ACG Homemade LLC, its Manager
By: Alliance Consumer Growth LLC, its Manager

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Trademark Assignment.

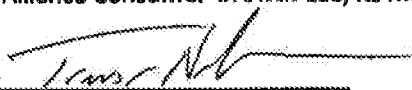
ASSIGNOR

HANNAHMAX BAKING, INC., a
California corporation

By: _____
Name:
Title:

ASSIGNEE

THIN DELICIOUS LLC, a
Delaware limited liability company
By: ACG Homemade LLC, its Manager
By: Alliance Consumer Growth LLC, its Manager

By: 
Name: Trevor Nelson
Title: Managing Member

[Signature Page to Trademark Assignment]

Schedule A

Trademarks

U.S. Trademarks:

<u>PENDING U.S. APPLICATIONS</u>			
<u>MARK</u>	<u>CLASS</u>	<u>APP. NO.</u>	<u>NEXT ACTION</u>
COOKIE CHIPS	30	86774925	Filed 10/1/15
CRUNCHY COOKIE CHIPS	30	86774963	Filed 10/1/15

<u>U.S. REGISTRATIONS</u>				
<u>MARK</u>	<u>CLASS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REGISTER</u>
CRUNCHY COOKIE CHIPS	30	4344521	5/28/13	Supplemental
COOKIE CHIPS	30	4344520	5/28/13	Supplemental
TASTES LIKE A COOKIE, EATS LIKE A CHIP	30	4277283	1/15/13	Principal
PURE PASSION FOR PASTRY	30	3223400	3/27/07	Principal