

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390175

<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>
New Century Snacks, LLC		06/29/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Century Snacks, LLC		
<b>Street Address:</b>	5560 E. Slauson Ave.		
<b>City:</b>	Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4391331	M	
<b>Registration Number:</b>	4066636	FRESH PAK	
<b>Registration Number:</b>	3919839	THE FITNESS SNACK	
<b>Registration Number:</b>	3916968	NUTS 'N' THINGS	
<b>Registration Number:</b>	3919471	FLANIGAN FARMS	
<b>Registration Number:</b>	4539272	FROM NATURE TO YOU	
<b>Registration Number:</b>	4347681	NATURE'S KITCHEN	
<b>Registration Number:</b>	3160590	MMMM...DOESN'T GET ANY BETTER!	
<b>Registration Number:</b>	2473792	NATURE KIST	
<b>Registration Number:</b>	3955587	POWER TO GO	
<b>Registration Number:</b>	3712084	SPORTSPAK	
<b>Registration Number:</b>	3847056	NATURE KIST	
<b>Registration Number:</b>	3523006	THE SMART ALTERNATIVE	
<b>Registration Number:</b>	3170464	ENERGY CLUB	
<b>Registration Number:</b>	3349034	MUCHO SABOR	
<b>Registration Number:</b>	3454285	POWER UP WITH ENERGY CLUB	
<b>Registration Number:</b>	3313046	TASTE OASIS	
<b>Registration Number:</b>	2108437	ENERGY CLUB	
<b>Registration Number:</b>	2071020		
<b>TRADEMARK</b>			

CH \$540.00 4391331

Property Type	Number	Word Mark
Registration Number:	2068345	
Registration Number:	3407773	NATURE'S PRIVATE RESERVE

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200

*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.*

**Phone:** 3128628738

**Email:** michelle.nowicki@kirkland.com

**Correspondent Name:** Michelle Nowicki

**Address Line 1:** 300 N. LaSalle Street

**Address Line 2:** Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

**ATTORNEY DOCKET NUMBER:** 15981-16 MN

**NAME OF SUBMITTER:** Michelle Nowicki

**SIGNATURE:** /Michelle Nowicki/

**DATE SIGNED:** 07/05/2016

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of June 29, 2016 (“Effective Date”), by and between New Century Snacks, LLC, a California limited liability company (“Assignor”), and Century Snacks, LLC, a Delaware limited liability company (“Assignee”).

**WHEREAS**, Assignor and Assignee are parties to that certain Pre-Closing Reorganization Agreement, dated June 29, 2016, (the “Agreement”); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, among other things, all rights in and to the trademarks and United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the “Marks”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and assigns to Assignee all of Assignor’s right, title, and interest in and to the Marks, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, and all corresponding rights in and to the Marks that, now or in the future, may be secured throughout the world.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor shall provide to Assignee cooperation and assistance (including, without limitation, the execution and delivery of affidavits, declarations, oaths, assignments, or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the assignment of the Marks pursuant to this Assignment. No provision of this Assignment is intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in any number of counterparts and delivered via facsimile or by .pdf or similar attachment to electronic mail, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CENTURY SNACKS, LLC,  
a Delaware limited liability company

By: SCNCS, LLC,  
a Delaware limited liability company  
Its: Managing Member

By: Snack World, LLC,  
a Delaware limited liability company  
Its: Managing Member

By: Hadi Morshed  
Name: Hadi Morshed  
Title: Manager

NEW CENTURY SNACKS, LLC,  
a California limited liability company

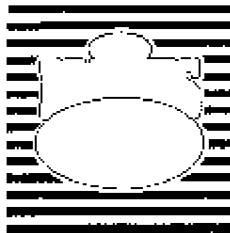
By: Hadi Morshed  
Name: Hadi Morshed  
Title: CEO

*Signature Page to Trademark Assignment*

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Class</b>	<b>Registration Date</b>	<b>Owner of Record</b>
	4391331	029; 030	August 27, 2013	New Century Snacks, LLC
FRESH PAK	4066636	029	December 6, 2011	New Century Snacks, LLC
	3919839	029	February 15, 2011	New Century Snacks, LLC
NUTS 'N' THINGS	3916968	029	February 8, 2011	New Century Snacks, LLC
FLANIGAN FARMS	3919471	029	February 15, 2011	New Century Snacks, LLC
FROM NATURE TO YOU	4539272	029; 030	May 27, 2014	New Century Snacks, LLC
	4347681	029; 030	June 4, 2013	New Century Snacks, LLC
MMM...DOESN'T GET ANY BETTER!	3160590	029	October 17, 2006	New Century Snacks, LLC
NATURE KIST	2473792	029	July 31, 2001	New Century Snacks, LLC
POWER TO GO	3955587	029	May 3, 2011	New Century Snacks, LLC
SPORTSPAK	3712084	029	November 17, 2009	New Century Snacks, LLC

Mark	Registration No.	Class	Registration Date	Owner of Record
	3847056	029	September 14, 2010	New Century Snacks, LLC
THE SMART ALTERNATIVE	3523006	029; 030; 031	October 28, 2008	New Century Snacks, LLC
ENERGY CLUB	3170464	028	November 14, 2006	New Century Snacks, LLC
MUCHO SABOR	3349034	029; 030	December 4, 2007	New Century Snacks, LLC
	3454285	028; 029; 030; 031	June 24, 2008	New Century Snacks, LLC
TASTE OASIS	3313046	029; 030	October 16, 2007	New Century Snacks, LLC
ENERGY CLUB	2108437	029; 030; 031	October 28, 1997	New Century Snacks, LLC
	2071020	029	June 17, 1997	New Century Snacks, LLC
	2068345	029	June 10, 1997	New Century Snacks, LLC

Mark	Registration No.	Class	Registration Date	Owner of Record
<b>NATURE'S PRIVATE RESERVE</b>	3407773	029	April 8, 2008	New Century Snacks, LLC