

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390174

<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>
Snak Club, Inc.		06/29/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Snak Club, 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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2717232	MUNCHEROS	
<b>Registration Number:</b>	2661201	SNAK CLUB	
<b>Registration Number:</b>	4736782	GRAB AND RUN	
<b>Registration Number:</b>	3366258	CALIFORNIA NATURALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3128628738		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Michelle Nowicki		
<b>Address Line 1:</b>	300 N. LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	15981-16 MN		
<b>NAME OF SUBMITTER:</b>	Michelle Nowicki		
<b>SIGNATURE:</b>	/Michelle Nowicki/		
<b>DATE SIGNED:</b>	07/05/2016		
<b>Total Attachments: 3</b>			

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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 Snak Club, Inc., a California corporation (“Assignor”), and Snak Club, 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.

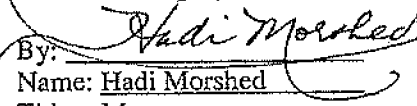
SNACK CLUB, INC.,  
a California Corporation

By:   
Name: Farhad Morshed  
Title: Chief Executive Officer

SNACK CLUB, 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:   
Name: Hadi Morshed  
Title: Manager

*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>
MUNCHEROS	2717232	029; 030	May 20, 2003	Snak Club, Inc.
SNAK CLUB	2661201	029; 030	December 27, 2002	Snak Club, Inc.
GRAB AND RUN	4736782	029; 030	May 12, 2015	Snak Club, Inc.
CALIFORNIA NATURALS	3366258	029; 030	January 8, 2008	Snak Club, Inc.