

| |
|---|
| TRADEMARK ASSIGNMENT COVER SHEET |
|---|

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391767

| | | | |
|-----------------------------------|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HFH Corazonas, LLC | | 06/28/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | J&J SNACK FOODS CORP. | | |
| Street Address: | 6000 Central Highway | | |
| City: | Pennsauken | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08109 | | |
| Entity Type: | Corporation: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 28 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78525567 | CORAZONAS | |
| Serial Number: | 78710361 | ENJOY SNACKING AGAIN | |
| Serial Number: | 78718983 | SNACK TO YOUR HEART'S CONTENT | |
| Serial Number: | 78786926 | CORAZONAS | |
| Serial Number: | 78979317 | PARTY HEARTY | |
| Serial Number: | 85975248 | CHOLESTEROL LOWERING POWER OF FRUITS AND | |
| Serial Number: | 85008718 | CHOLESTEROL LOWERING POWER OF FRUITS AND | |
| Serial Number: | 85008677 | CHOLESTEROL LOWERING POWER OF FRUITS AND | |
| Serial Number: | 85008622 | CORAZONAS FREEDOM TO SNACK | |
| Serial Number: | 85008643 | CORAZONAS FREEDOM TO SNACK | |
| Serial Number: | 85008569 | CORAZONAS FREEDOM TO SNACK | |
| Serial Number: | 85975247 | FREEDOM TO SNACK | |
| Serial Number: | 85008455 | FREEDOM TO SNACK | |
| Serial Number: | 85008367 | FREEDOM TO SNACK | |
| Serial Number: | 85647154 | CORAZONAS | |
| Serial Number: | 85647194 | CORAZONAS | |
| Serial Number: | 85710129 | NATURE'S SECRET WEAPON | |
| Serial Number: | 85710167 | NATURE'S SECRET WEAPON | |
| Serial Number: | 85974858 | LOVE YOUR HEART LOVE THE TASTE | |
| TRADEMARK | | | |

CH \$715.00 78525567

| Property Type | Number | Word Mark |
|----------------|----------|-------------------|
| Serial Number: | 85766349 | ICARE |
| Serial Number: | 86296476 | HEARTBAR |
| Serial Number: | 85974820 | FUEL FOR FUN |
| Serial Number: | 86296450 | HEARTBAR |
| Serial Number: | 86296498 | HEARTSNACKS |
| Serial Number: | 86296548 | HEARTCHIPS |
| Serial Number: | 86296572 | HEARTCHIPS |
| Serial Number: | 86296605 | HEART BRAND FOODS |
| Serial Number: | 86296623 | HEART BRAND FOODS |

CORRESPONDENCE DATA

Fax Number: 5619622101

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: 5619622100

Email: lpatino@duanemorris.com

Correspondent Name: DUANE MORRIS LLP

Address Line 1: 5100 Town Center Circle, Suite 650

Address Line 2: Karen C. Kline

Address Line 4: Boca Raton, FLORIDA 33486

| | |
|--------------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | F6027-00000 |
| NAME OF SUBMITTER: | J. Rodman Steele, Jr. |
| SIGNATURE: | /J. Rodman Steele, Jr./ |
| DATE SIGNED: | 07/18/2016 |

Total Attachments: 5

source=JJ-Corazonas - Trademark Assignment Agreement#page1.tif

source=JJ-Corazonas - Trademark Assignment Agreement#page2.tif

source=JJ-Corazonas - Trademark Assignment Agreement#page3.tif

source=JJ-Corazonas - Trademark Assignment Agreement#page4.tif

source=JJ-Corazonas - Trademark Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 28, 2016, is by and among HFH Corazonas, LLC, a Delaware limited liability company ("Assignor"), J&J Snack Foods Corp. of California, a California corporation ("J&J"), and J & J SNACK FOODS CORP., a New Jersey corporation ("Assignee"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the APA (as hereinafter defined).

WITNESSETH:

WHEREAS, Assignor and J&J, a subsidiary of Assignee, are parties to that certain Asset Purchase Agreement, of even date herewith (the "APA"), pursuant to which Assignor has agreed to sell, and J&J has agreed to purchase, certain assets of Assignor, including, without limitation, the trademarks set forth on Exhibit A attached hereto (the "Transferred Marks"); and

WHEREAS, pursuant to the APA, J&J desires that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Transferred Marks;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns and sells to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest, including any common law rights, in the United States and throughout the world, in and to the Transferred Marks, together with all goodwill of Assignor associated with, and symbolized by, the Transferred Marks, including all applications, registrations, issuances, extensions and renewals of the Transferred Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (i) the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar including by filing extensions and all other applications relating to the Transferred Marks; (ii) the right, if any, to claim priority based on the filing dates of any of the Transferred Marks under the International Convention for the Protection of Industrial Property and all other treaties of like purposes; and (iii) the right to sue and recover damages or other compensation for past, present or future infringement or dilution thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringement or dilution and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Further Assurances. Assignor shall, and shall cause its Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably requested by Assignee in order to carry out the provisions of this Assignment and to perfect Assignee's title in and to the Transferred Marks.

3. Recordation. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Terms of APA. The parties hereto each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the APA shall be deemed

to be enlarged, modified or altered in any way by the execution and acceptance of this Assignment. To the extent there is any conflict between this Assignment and the APA, the provisions of the APA shall control.

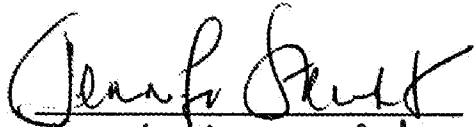
5. Governing Law. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule thereof.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

HFH CORAZONAS, LLC

By: 
Name: Jennifer Stewart for HFH Corazonas LLC
Title: Manager

J & J SNACK FOODS CORP.

By: _____
Name: _____
Title: _____

J&J SNACK FOODS CORP. OF CALIFORNIA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.


HFH CORAZONAS, LLC

By: _____

Name: _____

Title: _____

J & J SNACK FOODS CORP.

By: 

Name: DENNIS G MOORE

Title: SR. Vice President - CFO

J&J SNACK FOODS CORP. OF CALIFORNIA

By: 

Name: Gerard G Law

Title: Senior Vice President
Assistant to the President

Exhibit A
Transferred Marks

| Serial Number | Registration Number | Mark | Country | Registration Date / Notice of Allowance |
|---------------|---------------------|--|---------|---|
| 78525567 | 3163755 | CORAZONAS | US | 10/24/2006 |
| 78710361 | 3345496 | ENJOY SNACKING AGAIN | US | 11/27/2007 |
| 78718983 | 3277420 | SNACK TO YOUR HEART'S CONTENT | US | 8/7/2007 |
| 78786926 | 3730090 | CORAZONAS | US | 12/22/2009 |
| 78979317 | 3358130 | PARTY HEARTY | US | 12/18/2007 |
| 85975248 | 3987308 | CHOLESTEROL LOWERING POWER OF FRUITS AND VEGETABLES (words disclaimed) | US | 6/28/2011 |
| 85008718 | 3999243 | CHOLESTEROL LOWERING POWER OF FRUITS AND VEGETABLES (words disclaimed) | US | 7/19/2011 |
| 85008677 | 3986795 | CHOLESTEROL LOWERING POWER OF FRUITS AND VEGETABLES (words disclaimed) | US | 6/28/2011 |
| 85008622 | 4365042 | CORAZONAS FREEDOM TO SNACK (with heart design) | US | 7/9/2013 |
| 85008643 | 3994819 | CORAZONAS FREEDOM TO SNACK (with heart design) | US | 7/12/2011 |
| 85008569 | 3994818 | CORAZONAS FREEDOM TO SNACK (with heart design) | US | 7/12/2011 |
| 85975247 | 3987307 | FREEDOM TO SNACK | US | 6/28/2011 |
| 85008455 | 3999241 | FREEDOM TO SNACK | US | 7/19/2011 |
| 85008367 | 3982492 | FREEDOM TO SNACK | US | 6/21/2011 |
| 85647154 | 4495473 | CORAZONAS | US | 3/11/2014 |
| 85647194 | 4495474 | CORAZONAS | US | 3/11/2014 |
| 85710129 | 4489191 | NATURE'S SECRET WEAPON | US | 2/25/2014 |
| 85710167 | 4475822 | NATURE'S SECRET WEAPON | US | 1/28/2014 |
| 85974858 | 4487875 | LOVE YOUR HEART LOVE THE TASTE | US | 2/25/2014 |
| 85766349 | 4364054 | ICARE | US | 7/9/2013 |
| 1347680 | 1376746 | CORAZONAS | Mexico | 6/24/2013 |
| 1347681 | 1379291 | CORAZONAS | Mexico | 6/27/2013 |
| 86296476 | 4832878 | HEARTBAR | US | 10/13/2015 |
| 85974820 | 4602781 | FUEL FOR FUN | US | 9/9/2014 |
| 86296450 | 4956481 | HEARTBAR | US | 5/10/2016 |
| 86296498 | NA | HEARTSNACKS | US | 1/27/2015 |
| 86296548 | NA | HEARTCHIPS | US | 1/27/2015 |
| 86296572 | NA | HEARTCHIPS | US | 1/27/2015 |
| 86296605 | NA | HEART BRAND FOODS | US | 1/27/2015 |
| 86296623 | NA | HEART BRAND FOODS | US | 1/27/2015 |