

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great American Appetizers, Inc.		08/31/2016	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Great American Snacks, Inc.		
Street Address:	2275 Cabot Drive		
City:	Lisle		
State/Country:	ILLINOIS		
Postal Code:	60532-3653		
Entity Type:	Corporation: MAINE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2026537	QUESITAS	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	(908) 654-5000		
Email:	trademarkadmin@lerner david.com		
Correspondent Name:	Robert B. Cohen		
Address Line 1:	600 South Ave. W		
Address Line 4:	Westfield, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	MCCAIN-USA 10.1-452		
NAME OF SUBMITTER:	Ellen Bernero		
SIGNATURE:	/Ellen Bernero/		
DATE SIGNED:	10/13/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 31, is made by Great American Appetizers, Inc., an Idaho corporation ("**Seller**"), in favor of Great American Snacks, Inc., a Maine corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of August 16, 2016 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (collectively, the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon written request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits,

assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark Assignment 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule. Each party hereto agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Trademark Assignment exclusively in the circuit or superior courts of the state of Minnesota for Hennepin county or the United States District Court for the District of Minnesota (the “**Chosen Courts**”) and solely in connection with claims arising under this Trademark Assignment or the contemplated transactions (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts (and appropriate appellate courts therefrom), (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, whether on grounds of forum *non-conveniens* or otherwise, (c) to the fullest extent permitted by legal requirement, waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto, and (d) agrees that service of process upon such party in any such action or proceeding will be effective, regardless of such party’s location or citizenship, if given in accordance with U.S. Federal rule of civil procedure 4(d), or any successor thereto, or a corresponding state rule of civil procedure, as applicable, and further agrees to execute a waiver of service as contemplated by such rule(s). Each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Trademark Assignment. Each party certifies and acknowledges that he, she or it understands and has considered the implications of this waiver and makes this waiver voluntarily.

[signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Great American Appetizers, Inc.

By: _____

Name: Ellen Meyer, President

Address for Notices:
375 Beach Road, Unit 304
Jupiter, FL 33469
Attn: Marco and Ellen Meyer
EMAIL: emeyer@appetizer.com

AGREED TO AND ACCEPTED:

Great American Snacks, Inc.

By: _____

Name:

Title:

Address for Notices:

Attn:

EMAIL:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Great American Appetizers, Inc.

By: _____

Name:

Title:

Address for Notices:

Attn:

EMAIL:

AGREED TO AND ACCEPTED:

Great American Snacks, Inc.

By: 

Name: *JEFF DELAPP*

Title: *PRESIDENT NORTH AMERICA*

Address for Notices:

Attn:

EMAIL:

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. QUESITAS – U.S. Registration No. 2,026,537