

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409401

<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>
Sweet Harvest Foods Company		12/15/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sweet Holdings LLC		
<b>Street Address:</b>	10464 Bryan Highway		
<b>City:</b>	Onsted		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49265		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3065134	JOHN MOUNTAIN	
<b>Registration Number:</b>	2187832		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	19085-5-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	12/19/2016		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of December 15, 2016 ("Effective Date") by and between Sweet Harvest Foods Company, a Minnesota corporation, with its principal office at 15100 Business Parkway Rosemount, MN 55068 ("Assignor"), and Sweet Holdings LLC, a Delaware limited liability company, with its principal office at 10464 Bryan Highway Onsted, MI 49265 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among (i) Assignor, AMM Peanut Butter Company, a Minnesota corporation and wholly-owned subsidiary of Assignor ("AMM"), Translucent Ingredients Company, a Minnesota corporation and wholly-owned subsidiary of Assignor ("Translucent") and Victoria Real Estate Co., LLC, a Minnesota limited liability company ("Victoria," and together with Assignor, AMM and Translucent, "Sellers"), (ii) Assignee, Peanut Butter Holdings LLC, a Delaware limited liability company ("PBC Buyer"), and Sweet Real Estate LLC, a Delaware limited liability company ("Sweet RE Buyer" and, together with Assignee and PBC Buyer, "Buyers"); and (iii) Curt Riess, a natural person and stockholder of Assignor, Darcy Riess, a natural person and stockholder of Assignor and Austin Riess, a natural person and manager of Sellers (collectively, the "Stockholders") dated December 15, 2016 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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 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.

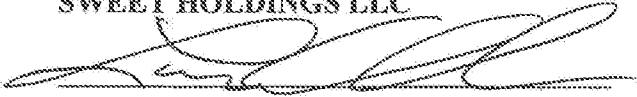
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

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

ASSIGNEE:

SWEET HOLDINGS LLC


A handwritten signature in black ink, appearing to read 'Lance Chambers', written over a horizontal line.

Name: Lance Chambers

Title: President and Chief Executive Officer

**ASSIGNOR:**

**SWEET HARVEST FOODS COMPANY**

  
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Name: Curt Riess

Title: President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
3065134	07-MAR-2006	JOHN MOUNTAIN
2187832	08-SEP-1998	