

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/14/2015
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snikiddy, LLC		01/18/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Utz Quality Foods, LLC
Street Address:	900 High Street
City:	Hanover
State/Country:	PENNSYLVANIA
Postal Code:	17331
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4165759	EAT YOUR VEGETABLES
Registration Number:	4905674	SHARING PACK
Serial Number:	86223080	SHARING PACK
Registration Number:	4928912	SMASHPOP
Registration Number:	4928911	SMASHPOP
Registration Number:	4042121	SNIKIDDY
Registration Number:	4165605	SNIKIDDY
Registration Number:	4082716	SNIKIDDY
Registration Number:	4158872	SNIKIDDY

CORRESPONDENCE DATA

Fax Number: 2157012273

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: 215-665-7273

Email: cmiller@cozen.com

Correspondent Name: Camille M. Miller

Address Line 1: 1650 Market Street

TRADEMARK

Address Line 2: Suite 2800
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 330861.000

NAME OF SUBMITTER: J. Trevor Cloak

SIGNATURE: /J. Trevor Cloak/

DATE SIGNED: 01/31/2017

Total Attachments: 11

source=Utz Snikiddy Assignment#page1.tif
source=Utz Snikiddy Assignment#page2.tif
source=Utz Snikiddy Assignment#page3.tif
source=Utz Snikiddy Assignment#page4.tif
source=Utz Snikiddy Assignment#page5.tif
source=Utz Snikiddy Assignment#page6.tif
source=Utz Snikiddy Assignment#page7.tif
source=Utz Snikiddy Assignment#page8.tif
source=Utz Snikiddy Assignment#page9.tif
source=Utz Snikiddy Assignment#page10.tif
source=Utz Snikiddy Assignment#page11.tif

NUNC PRO TUNC ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Snikiddy, LLC a Delaware limited liability company (“**Assignor**”) was the owner of the Snikiddy Intellectual Property (as hereinafter defined);

WHEREAS, Utz Quality Foods, LLC f/k/a Utz Quality Foods, Inc., a Delaware limited liability company (“**Assignee**”) did acquire effective as of November 14, 2015 (the “**Effective Date**”) all rights, title and interests in and to the Snikiddy Intellectual Property; and

WHEREAS, Assignor and Assignee desire to memorialize in writing the assignment, transfer and conveyance of the Snikiddy Intellectual Property from Assignor to Assignee effective as of the Effective Date, on the terms and conditions set forth in this Nunc Pro Tunc Assignment of Intellectual Property Rights (this “**Assignment**”).

NOW, THEREFORE, for good and valuable consideration previously paid, the receipt and sufficiency of which are hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows, effective as of the Effective Date:

1. **Defined Terms.** For purposes of this Assignment, the following terms shall have the meanings set forth below:
 - a. “**Intellectual Property Rights**” means all worldwide rights, title and interests in and to all proprietary rights of every kind and nature pertaining to or deriving from any of the following, whether protected, created or arising under the applicable laws of the United States or any other jurisdiction: (a) foreign and domestic patents and patent applications (including reissuances, divisions, renewals, provisional applications, continuations, continuations in part, revisions, extensions and reexaminations), and all inventions (whether patentable or not), invention disclosures, and improvements thereof (collectively, “**Patents**”); (b) trademarks, service marks (including as those terms are defined in 15 U.S.C. § 1127), trade names, trade dress, logos, slogans, names and all other devices or designs used on packaging or promotional materials or otherwise to identify any product, service, business or company, whether registered or unregistered or at common law, including all foreign and domestic applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing or symbolized thereby (collectively, “**Trademarks**” or “**Marks**”); (c) Internet domain names, and other Internet addresses, and user names, accounts, including social networking accounts, pages, and online identities and all goodwill associated therewith or symbolized thereby (collectively, “**Domain Names**”); (d) copyrights, original works of authorship, whether registered or unregistered, and including all applications, registrations and renewals of any such thing and associated moral rights and neighboring rights (collectively, “**Copyrights**”) and mask work rights and database rights; (e) know-how, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, recipes, trade secrets, manufacturing processes, customer and market lists, technical data, specifications, research and development information, technology and product roadmaps, data bases, data collections and other

proprietary or confidential information, (collectively, “**Trade Secrets**”); (f) all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code or other readable code and all corresponding documentation (collectively, “**Software**”); and (g) all rights of publicity; and all income, royalties, damages and payments due or payable as of the Effective Date or thereafter with respect to such Intellectual Property Rights (including damages and payments for past, present or future infringements, misappropriations or violations thereof), the right to sue and recover for past, present and/or future infringements, misappropriations or violations thereof, the right to file applications for and secure registrations thereof and to renew, extend, maintain, abandon or otherwise control any such Intellectual Property Rights. As used herein, “**Intellectual Property**” shall mean Patents, Marks, Domain Names, Copyrights, Trade Secrets and Software.

- b. “**Snikiddy Intellectual Property**” means, collectively, all of Assignor’s rights, title and interests including, but not limited to, Intellectual Property Rights (including, but not limited to, common law and statutory rights), existing as of the Effective Date in and to any and all intellectual property owned by Snikiddy immediately prior to the Effective Date relating to the development, manufacture, marketing, offer, sale or distribution of the Products anywhere in the world, including, but not limited to, all Intellectual Property Rights in or relating to the Intellectual Property identified in Exhibit A; including, but not limited to, the right to sue for and collect damages and obtain relief arising out of the past, present or future infringement or misappropriation of any and all of the foregoing and the right to file for, prosecute, secure and/or maintain any and all applications, registrations or issuances in any of the foregoing anywhere throughout the world.
 - c. “**Products**” means snack food products and tins, and containers and packaging therefor; and related ancillary and/or promotional products.
2. Intellectual Property Rights Assignment. Effective as of the Effective Date, Assignor hereby grants, bargains, sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, free and clear of all liens, and Assignee hereby accepts as of the Effective Date, all rights, title and interests, including, but not limited to, all Intellectual Property Rights, in and to the Snikiddy Intellectual Property existing as of the Effective Date anywhere throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby agrees never to assert against Assignee and Assignee’s successors, assigns and/or its and their respective parents, subsidiaries, affiliates, employees, officers, directors, executives, agents, contractors (including licensees) or other representatives any Moral Rights that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of such Moral Rights. As used herein “Moral Rights” means all rights of paternity, integrity, disclosure and withdrawal and other rights that may be known as moral rights or *droits moraux*, including, but not limited to those rights set forth in 17 U.S.C. § 106(A), in and to or associated with the Snikiddy Intellectual Property existing anywhere in the world.

3. Recordation / Further Assurances. Assignor hereby authorizes Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of the Snikiddy Intellectual Property (and all Intellectual Property Rights therein) effective as of the Effective Date, and hereby consents to such recordal. Assignor further covenants that, at the request of Assignee, Assignor will at all times do all such further acts and execute all such documents, at its sole cost and expense, as may be reasonably necessary or desirable to secure the rights of Assignee to all of the rights assigned to Assignee hereunder and assist in the resolution of any questions or challenges concerning the Snikiddy Intellectual Property. Assignor hereby agrees to cooperate, at its sole cost and expense, with Assignee in all matters concerning the implementation of the provisions of this Assignment, including without limitation the filing of assignments with the United States Patent and Trademark Office and other applicable federal or state governmental entities, or the taking of other actions necessary or advisable, to transfer all Snikiddy Intellectual Property (and any and all corresponding Intellectual Property Rights) to Assignee's name, including without limitation those set forth in Exhibit A attached hereto.
4. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, any other US governmental official and any official of any country or countries foreign to the United States, to issue to Assignee, as Assignee of the entire right, title and interests, any and all issuances or registrations that may be issued and granted on or as a result of the applications comprising the Snikiddy Intellectual Property, in accordance with the terms of this Assignment.
5. Governing Law. This Assignment shall be governed and construed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania, notwithstanding the choice of law rules of such jurisdiction or any other jurisdiction.

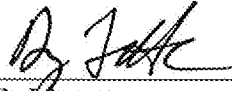
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Nunc Pro Tunc Assignment of Intellectual Property Rights to be executed effective as of the Effective Date.

ASSIGNOR

SNIKIDDY, LLC

Date: 1/18, 2017

By: 
Name: Dylan B. Lissette
Title: President & Chief Executive Officer

ASSIGNEE

UTZ QUALITY FOODS, LLC



Date: 1/18, 2017



By: 
Name: Dylan B. Lissette
Title: President & Chief Executive Officer



EXHIBIT A
SNIKIDDY INTELLECTUAL PROPERTY



Registered Intellectual Property and Applications/Registrations:

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
EAT YOUR VEGETABLES United States	Application No: 85346015 Registration No: 4165759	Class 29: Vegetable-based snack foods	Filed 6/14/2011 Registered 6/26/2012 First Use:09-01-2011(Class 29)
SHARING PACK United States	Application No: 86223074 Registration 4905674	Class 30: Corn-based snack foods; Grain-based snack foods	Filed 3/17/2014 Registered 2/23/2016 First Use: 10-31-2006 (Class 30)
SHARING PACK United States	Application No: 86223080	Class 29: Vegetable-based snack foods	Filed 3/17/2014 Allowed
SMASHPOP United States	Application No: 86550023 Registration 4928912	Class 29: Vegetable-based snack foods, excluding breakfast cereals, cereal bars, and toaster pastries.	Filed 3/2/2015 Registered 3/29/2016 First Use: 05-1-2015 (Class 29)

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
SMASHPOP and Design United States	Application No: 86550010 Registration No. 4928911	Class 29: Vegetable-based snack foods, excluding breakfast cereals, cereal bars, and toaster pastries.	Filed 3/2/2015 Registered 3/29/2016 First Use: 5-1-2015 (Class 29)
SNIKIDDY United States	Application No: 85285413 Registration No: 4042121	Class 30: Corn-based snack foods; Grain-based snack foods	Filed 4/4/2011 Registered 10/18/2011 First Use:07-31-2006(Class 30)
SNIKIDDY United States	Application No: 85285433 Registration No: 4165605	Class 29: Vegetable-based snack foods	Filed 4/4/2011 Registered 6/26/2012 First Use:09-01-2011(Class 29)
SNIKIDDY and Design United States 	Application No: 85285418 Registration No: 4082716	Class 30: Corn-based snack foods; Grain-based snack foods	Filed 4/4/2011 Registered 1/10/2012 First Use:03-2009(Class 30)
SNIKIDDY and Design  United States	Application No: 85285423 Registration No: 4158872	Class 29: Vegetable-based snack foods	Filed 4/4/2011 Registered 6/12/2012 First Use:09-01-2011(Class 29)

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
SNIKIDDY Canada	Application No: 1523718 Registration No: TMA831355	Class : Vegetable-based snack foods	Filed 4/14/2011 Registered 9/7/2012
SNIKIDDY Canada	Application No: 1523716 Registration No: TMA840331	Class : Corn-based snack foods; Grain-based snack foods	Filed 4/14/2011 Registered 1/16/2013
SNIKIDDY and Design Canada 	Application No: 1523715 Registration No: TMA840330	Class : Corn-based snack foods; Grain-based snack foods	Filed 4/14/2011 Registered 1/16/2013
SNIKIDDY and Design Canada 	Application No: 1523717 Registration No: TMA840332	Class : Vegetable-based snack foods	Filed 4/14/2011 Registered 1/16/2013

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
SNIKIDDY Japan	Application No: 2011354381 Registration No: 1075268	Class 30: Corn-based snack confectionary; cereal preparation as snacks	Filed 4/13/2011 Statement of Grant of Protection Following Provisional Refusal- 8/16/2012
SNIKIDDY Japan	Application No: 2011354365 Registration No: 1075202	Class 29: Prepared vegetables as snacks included in this class	Filed 4/13/2011 Statement of Grant of Protection Following Provisional Refusal – 5/17/2012
SNIKIDDY and Design Japan 	Application No: 2011354566 Registration No: 1075915	Class 30: Corn-based snack confectionary; cereal preparation as snacks	Filed 4/13/2011 Statement of Grant of Protection Following Provisional Refusal- 8/16/2012
SNIKIDDY and Design Japan 	Application No: 2011354603 Registration No: 1076026	Class 29: Prepared vegetables as snacks included in this class	Filed 4/13/2011 Statement of Grant of Protection Following Provisional Refusal- 5/10/2012
SNIKIDDY Madrid Protocol	Application No: A0024177 Registration No: 1075202	Class 29: Vegetable-based snack foods	Registered 4/13/2011

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
SNIKIDDY Madrid Protocol	Application No: A0024178 Registration No: 1075268	Class 30: Corn-based snack foods; Grain-based snack foods	Registered 4/13/2011
SNIKIDDY and Design Madrid Protocol 	Application No: A0024179 Registration No: 1076026	Class 29: Vegetable-based snack foods	Registered 4/13/2011
SNIKIDDY and Design Madrid Protocol 	Application No: A0024180 Registration No: 1075915	Class 30: Corn-based snack foods; Grain-based snack foods	Registered 4/13/2011
SNIKIDDY Philippines	Application No: 42011500616 Registration No: 42011500616	Class 30: Corn-based snack foods; Grain-based snack foods	Filed 4/14/2011 Registered 10/11/2012

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	STATUS
SNIKIDDY Philippines	Application No: 42011500615 Registration No: 42011500615	Class 29: Vegetable-based snack foods	Filed 4/14/2011 Registered 12/20/2012
SNIKIDDY and Design Philippines 	Application No: 42011500617 Registration No: 42011500617	Class 29: Vegetable-based snack foods	Filed 4/14/2011 Registered 9/6/2012
SNIKIDDY and Design Philippines 	Application No: 42011500618 Registration No: 42011500618	Class 30: Corn-based snack foods; Grain-based snack foods	Filed 4/14/2011 Registered 12/13/2012

Domain Names:

- a. snikiddy.us
- b. snikiddy.org
- c. snikiddy.com
- d. snikiddy.net

Unregistered Marks:

- i. BAKED FRIES (stylized)
- ii. BAKED FRIES
- iii. BOLD BUFFALO
- iv. BAKED FRIES SHARING PACKS
- v. BAKED GRILLED CHEESE PUFFS
- vi. BAKED MAC N`CHEESE PUFFS
- vii. The trade dress in Snikiddy's various packaging
- viii. EAT YOUR VEGETABLES and Design
- ix. SMASHPOP POPCORN CRISPS
- x. SMASHPOP POPCORN CRISPS (stylized)
- xi. CHEESE PUFFS SHARING PACKS
- xii. VEGGIE HEART. CHIP SOUL.
- xiii. VEGGIE HEART. CHIP SOUL. (stylized)
- xiv. RAISED AS VEGGIES SOLD AS CHIPS
- xv. DON'T LET THE NAME FOOL YOU. THEY'RE DELICIOUS
- xvi. DON'T LET THE NAME FOOL YOU. THEY'RE DELICIOUS (stylized)
- xvii. SHARING PACK

Social media accounts with the following entities: Facebook, Pinterest, Instagram, Twitter and Flickr.

Trade Secrets: Recipes, formulas and seasoning blends for Snikiddy's products.

Trade Names: Snikiddy

Unregistered Copyrights: Copyrights in the packaging, advertising, and promotional materials, including commercial(s) for Snikiddy's products; Copyrights in Snikiddy's website and content appearing thereon; Copyrights in the content posted by Snikiddy on its Twitter, Facebook, Pinterest, Instagram and/or Flickr accounts; all Copyrights in all Materials (as that term is defined in the Master Services Agreement between Preacher LLC and Snikiddy dated February 1, 2014).

Software: All Software created or developed by Zing Studios for Snikiddy and/or delivered to Snikiddy pursuant to the Professional Services Agreement between Zing Studios and Snikiddy dated May 2, 2008.