

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/25/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utz Quality Foods, LLC	FORMERLY Utz Quality Foods, Inc.	01/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rice Investments, L.P.		
Street Address:	900 High Street		
City:	Hanover		
State/Country:	PENNSYLVANIA		
Postal Code:	17331		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3023507	AMISH FARMS	
CORRESPONDENCE DATA			
Fax Number:	2157012273		
<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:	215-665-7273		
Email:	cmiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street		
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: 5			
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NUNC PRO TUNC ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Utz Quality Foods, LLC f/k/a Utz Quality Foods, Inc., a Delaware limited liability company (“**Assignor**”) was the owner of the Herron Intellectual Property (as hereinafter defined);

WHEREAS, Rice Investments, L.P., a Delaware limited partnership (“**Assignee**”) did acquire effective as of March 25, 2014 (the “**Effective Date**”) all rights, title and interests in and to the Herron Intellectual Property; and

WHEREAS, Assignor and Assignee desire to memorialize in writing the assignment, transfer and conveyance of the Herron 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. “**Herron 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 acquired by Assignor from Herron Foods, LLC or Thomas Herron 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 Herron 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 Herron Intellectual Property existing anywhere in the world.

3. Recordal / 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 Herron Intellectual Property (and all Intellectual Property Rights therein) effective as of the Effective Date, and hereby consent 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 Herron 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 Herron 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 Herron Intellectual Property, in accordance with the terms of this Assignment.
5. Governing Law. This Agreement 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

UTZ QUALITY FOODS, LLC

Date: 1/18, 2017

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

ASSIGNEE

RICE INVESTMENTS L.P.

By: Utz Quality Foods, LLC,
its general partner

Date: 1/18, 2017

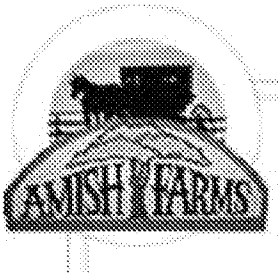
By: 
Name: Dylan B. Lissette
Title: President & Chief Executive Officer

EXHIBIT A

Registered Trademarks

1. U.S. Trademark Registration 3,023,507 for AMISH FARMS and design
2. Ohio State Trademark Registration No. TM14635 for AMISH FARMS

Unregistered Trademarks



1.



2. (in any color)

3. HERRON FOODS, LLC

4. HERRON FOODS

5. Any trademarks associated with the products under the Amish Farms brand

Domain Names

1. herronfoods.com

2. amishfarmsohio.com

Copyrights

1. The websites herronfoods.com and amishfarmsohio.com and all associated images and content appearing thereon

2. All copyrighted works in the film used in connection with the products under the Amish Farms brand