

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	03/06/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JL Manufacturing, LLC		01/31/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lipari Foods Operating Company, LLC		
<b>Street Address:</b>	26661 Bunert Road		
<b>City:</b>	Warren		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48089		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0739810	PIC-A-NUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(248) 689-3500		
<b>Email:</b>	shovlin@reising.com		
<b>Correspondent Name:</b>	James D. Stevens		
<b>Address Line 1:</b>	P.O. Box 4390		
<b>Address Line 4:</b>	Troy, MICHIGAN 48099-4390		
<b>NAME OF SUBMITTER:</b>	Colleen N. Shovlin, Reg. No. 74,600		
<b>SIGNATURE:</b>	/Colleen N. Shovlin/		
<b>DATE SIGNED:</b>	11/14/2017		
<b>Total Attachments: 1</b>			
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**ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") is between the following parties:

"Assignor:" JL Manufacturing, LLC, a Michigan limited liability company; and

"Assignee:" LIPARI FOODS OPERATING COMPANY, LLC, a Delaware limited liability company.

WHEREAS, Assignor has adopted, used, is using, and is the owner of the trademarks



and PIC-A-NUT,

including the following federal trademark registration (the "Marks"):

Trademark	Jurisdiction	Registration No.	Registration Date
PIC-A-NUT	U.S. Federal	739,810	23-Oct-1962

WHEREAS, Assignor and Assignee are parties to a merger agreement by which Assignor is being merged into Assignee; and

WHEREAS, the parties wish to provide written confirmation of the transfer of rights to the Marks occurring as a result of the Merger, and to effect the assignment of any of Assignor's rights in the Marks not included in the Merger.

NOW, THEREFORE, based on the foregoing premises and the consideration set forth in the merger agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the transfer to Assignee of, and does hereby assign to Assignee, all rights, title, and interest of whatever kind in and to the Marks and the herein identified registration of the Marks, together with the goodwill associated with the Marks and the business symbolized by the Marks and registration thereof. This confirmation of transfer and assignment of rights shall be effective as of the effective date of the Merger.

If any grant, conveyance, right, or obligation provided in this Assignment is inoperable, unenforceable, or otherwise invalid or null and void, the remainder of the provisions of this Assignment shall remain valid and enforceable.

ASSIGNEE:

ASSIGNOR:

LIPARI FOODS OPERATING COMPANY, LLC

JL MANUFACTURING, LLC

By: Thomas Lipari  
Its: President

By: Thomas Lipari  
Its: Pres

Date: 1-31-17