

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Squirrel Brand, L.P.		11/30/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	John B. Sanfilippo & Son, Inc.		
Street Address:	1703 N. Randall Rd.		
City:	Elgin		
State/Country:	ILLINOIS		
Postal Code:	60123		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	0076187	SQUIRREL BRAND	
Registration Number:	0106081	SQUIRREL BRAND	
Registration Number:	0318545		
Registration Number:	2069361	NUT-ZIPPERS	
Registration Number:	3367567	SQUIRREL BRAND CREME BRULEE ALMONDS	
Registration Number:	3387093	CREME BRULEE ALMONDS	
Registration Number:	3411181	ITALIAN BLACK TRUFFLE ALMONDS	
Registration Number:	3629071	CREME CARAMEL PECANS	
Registration Number:	2899941	HUNTER MIX	
Registration Number:	3341142	FISHERMAN MIX	
Registration Number:	3331040	CAMPER MIX	
Registration Number:	3344021	SOUTHERN STYLE NUTS	
Registration Number:	3942385	HERBES DE PROVENCE PECANS	
Registration Number:	4102364	CRÈME BRULEE ALMONDS	
Registration Number:	4252505	CAFE CARMELLATA AU SEL PECANS	
Registration Number:	4382039	NOMADIC BLEND	
Registration Number:	4389726	BUTTERCREAM PECANS	
Registration Number:	4190766	COASTAL BLEND	
Registration Number:	4327574	SOUTHERN STYLE NUTS EST. 1922 SWEET MILK	

CH \$715.00 0076187

Property Type	Number	Word Mark
Registration Number:	4501152	CREME CARAMEL PECANS
Registration Number:	4501153	ITALIAN BLACK TRUFFLE ALMONDS
Registration Number:	4899587	CRÈME BRULEE PEANUTS
Registration Number:	5102756	THE ULTIMATE NUT
Registration Number:	4991526	HERBES DE PROVENCE PECANS
Registration Number:	5255539	FOR THE LOVE OF SNACKING
Serial Number:	86481065	HUNTER BUTTER
Serial Number:	86790333	TRAVELER'S MIX
Serial Number:	87452060	CARAMEL TOASTED COLADA CASHEWS

CORRESPONDENCE DATA

Fax Number: 2129090813

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: 212-891-1618

Email: nytm@jenner.com

Correspondent Name: Carole A Duran

Address Line 1: 919 THIRD AVENUE

Address Line 2: c/o Jenner & Block LLP

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	31595-13246
NAME OF SUBMITTER:	Carole A. Duran
SIGNATURE:	/carole a. duran/
DATE SIGNED:	12/04/2017

Total Attachments: 5

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- source=Squirrel Brand - TM Assignment Agt#page4.tif
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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT is made and entered into as of November 30, 2017 (the "Effective Date") by and between **Squirrel Brand, L.P.**, a Texas limited partnership having a business address at 113 Industrial Blvd., Suite D, McKinney, TX 75069 (hereinafter "Assignor") and **John B. Sanfilippo & Son, Inc.**, a Delaware corporation having a business address at 1703 N. Randall Rd., Elgin, IL 60123 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest, in and to the trademarks and copyright work set forth in the attached Schedule A, incorporated herein by reference, together with the common law rights and goodwill of the business associated therewith, and is the owner of all right, title and interest in and to the United States registrations for the trademarks and copyright work identified in Schedule A (hereafter referred to collectively as the "Marks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of November 30, 2017, by and among Assignor, Assignee and certain other persons, Assignee wishes to acquire from Assignor, and Assignor wishes to assign and transfer to Assignee, all of Assignor's right, title and interest in and to all of the Marks, together with the goodwill of the business associated therewith, and the United States registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the Marks, and goodwill of the business associated therewith, and the United States registrations therefor.

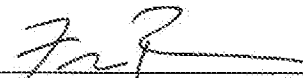
2. Assignor further hereby unconditionally and irrevocably sells, grants, assigns and conveys to Assignee all of Assignor's rights, claims, and any and all accounts, contract rights, warranties, and causes of action, including the right to sue for and collect upon all claims against any third party for past, present, or future misappropriation or infringement of any rights in or associated with the Marks or the goodwill of the business associated with or symbolized by the Marks, for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto.

3. Assignor further agrees that it shall on the date hereof and from time to time thereafter, promptly at the request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Marks or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark and Copyright Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ASSIGNEE:

JOHN B. SANFILIPPO & SON, INC.

By:  _____

Name: Frank S. Pellegrino

Title: Senior Vice President, Finance, Corporate
Controller and Treasurer

ASSIGNOR:

SQUIRREL BRAND, L.P.

By: Squirrel Brand Holding, L.P., its General
Partner

By: SBH, LLC, its General Partner

By: _____

Name: J. Brent Meyer

Title: President

[Signature Page to Trademark and Copyright Assignment Agreement]

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SQUIRREL BRAND, L.P.

By: Squirrel Brand Holdings, L.P., its General
Partner

By: SBH, LLC, its General Partner





By:  _____

Name: J. Brent Meyer

Title: President

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Registered Trademarks				
	United States	Active	0076187	12/21/1909
	United States	Active	106081	10/5/1915
	United States	Active	318545	10/30/1934
NUT-ZIPPERS	United States	Active	2069361	6/10/1997
SQUIRREL BRAND CRÈME BRULEE ALMONDS	United States	Active	3367567	1/15/2008
CRÈME BRULEE ALMONDS	United States	Active	3387093	2/19/2008
ITALIAN BLACK TRUFFLE ALMONDS	United States	Active	3411181	4/8/2008
CRÈME CARAMEL PECANS	United States	Active	3629071	5/26/2009
HUNTER MIX	United States	Active	2899941	11/2/2004
FISHERMAN'S MIX	United States	Active	3341142	11/20/2007
CAMPER MIX	United States	Active	3331040	11/6/2007
	United States	Active	3344021	11/27/2007

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HERBES DE PROVENCE PECANS	United States	Active	3942385	4/5/2011
CRÈME BRUELEE ALMONDS	United States	Active	4102364	2/21/2012
CAFÉ CARMELLATA AU SEL PECANS	United States	Active	4252505	12/4/2012
NOMADIC BLEND	United States	Active	4382039	8/13/2013
BUTTERCREAM PECANS	United States	Active	4389726	8/20/2013
COASTAL BLEND	United States	Active	4190766	8/14/2012
	United States	Active	4327574	4/30/2013
CRÈME CARAMEL PECANS	United States	Active	4501152	3/25/2014
ITALIAN BLACK TRUFFLE ALMONDS	United States	Active	4501153	3/25/2014
CRÈME BRUEEE PEANUTS	United States	Active	4899587	2/9/2016
THE ULTIMATE NUT	United States	Active	5102756	12/20/2016
HERBS DE PROVENCE PECANS	United States	Active	4991526	7/5/2016
FOR THE LOVE OF SNACKING	United States	Active	5255539	8/1/2017
Unregistered Trademarks				
HUNTER BUTTER	United States	Under Examination	86481065 (Application number)	N/A
TRAVELER'S MIX	United States	Under Examination	86790333 (Application Number)	N/A
CARAMEL TOASTED COLADA CASHEWS	United States	Under Examination	87452060 (Application Number)	N/A

Copyrights

<u>Work</u>	<u>Registration Number</u>	<u>Registration Date</u>
Label: Italian Black Truffle Almonds	VA0001695211	1/11/2010