

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463832

|   |  |   |  |
|---|--|---|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |   |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |   |  |
| <b>SEQUENCE:</b>  | 2  |   |  |
| <b>CONVEYING PARTY DATA</b>   |  |   |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>                   | <b>Entity Type</b>                     |
| Diamond Foods, LLC  |  | 02/26/2018                              | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |   |  |
| <b>Name:</b>  | Snyder's-Lance, Inc.                               |   |  |
| <b>Street Address:</b>  | 13515 Ballantyne Corporate Place                   |   |  |
| <b>City:</b>  | Charlotte  |   |  |
| <b>State/Country:</b>   | NORTH CAROLINA                                     |   |  |
| <b>Postal Code:</b>   | 28277  |   |  |
| <b>Entity Type:</b>   | Corporation: NORTH CAROLINA                        |   |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |   |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                        |  |
| <b>Serial Number:</b>   | 87193912   | PREMIUM POPCORN POP·SECRET WE DO BUTTER |  |
| <b>CORRESPONDENCE DATA</b>  |  |   |  |
| <b>Fax Number:</b>  | 3367338473   |   |  |
| <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>   | (336) 721-3747                                     |   |  |
| <b>Email:</b>   | trademarkswinston@wbd-us.com                       |   |  |
| <b>Correspondent Name:</b>  | Randel S. Springer                                 |   |  |
| <b>Address Line 1:</b>  | Womble Bond Dickinson (US) LLP                     |   |  |
| <b>Address Line 2:</b>  | One West Fourth Street                             |   |  |
| <b>Address Line 4:</b>  | Winston-Salem, NORTH CAROLINA 27101                |   |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 88830.0043.0                                       |   |  |
| <b>NAME OF SUBMITTER:</b>   | Randel S. Springer                                 |   |  |
| <b>SIGNATURE:</b>   | /Randel S. Springer/                               |   |  |
| <b>DATE SIGNED:</b>   | 03/01/2018   |   |  |
| <b>Total Attachments: 4</b>   |  |   |  |
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment ("Assignment") is made and entered into as of February 26, 2018 (the "Effective Date"), by and between Diamond Foods, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignor"), located at 1050 S. Diamond Street, Stockton, California 95205 USA and Snyder's-Lance, Inc., a corporation organized and existing under the laws of the State of North Carolina ("Assignee"), located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 USA

A. Assignor is the registered owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to acquire, and Assignor is willing to assign, convey and transfer to Assignee, all Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

Accordingly, for good and valuable consideration, including the payment of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the Marks and all income, royalties and damages hereafter due or payable with respect to the Marks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its 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.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

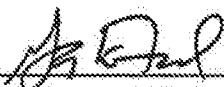
3. Further Assurances. Assignor will promptly execute or cause its current or former employees or contractors to execute, as applicable, all applications and any additional assignment or other documents, sign all lawful papers, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Marks in all jurisdictions and to

record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.


4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of North Carolina, without regard to its conflicts of law principles.

Executed by the parties on the date(s) shown below.

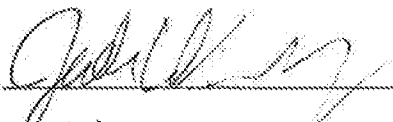
**DIAMOND FOODS, LLC**

By:   
Name: GARY K. FORD  
Title: CEO  
Address: 1050 S. Diamond St  
Stockton, CA 95205  
Date: 2-26-18

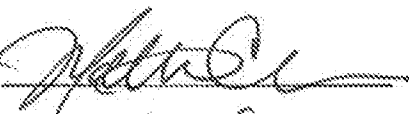
**WITNESS:**

By:   
Name: ERIC HEIDMAN  
Title: VP Buyer Services  
Address: 1050 S. Diamond St  
Stockton, CA 95205  
Date: 2-26-18

**SNYDER'S-LANCE, INC.**

By:   
Name: Jade Cobb Manning  
Title: VP, Deputy Gen Counsel & Asst Secretary  
Address: 13515 Ballantyne Corporate Place  
Charlotte, NC 28277  
Date: 2-27-18

**WITNESS:**

By:   
Name: Matthew Cameron  
Title: Asst General Counsel  
Address: 13515 Ballantyne Corporate Place  
Charlotte, NC 28277  
Date: 2-27-18

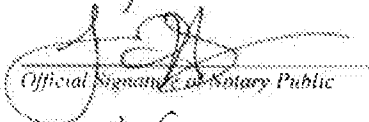
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Joaquin

On this 26<sup>th</sup> day of February, 2018,  
personal appeared before me, the said named \_\_\_\_\_  
Erny K. Ford, to me known and known to  
me to be the person described in and who executed the  
foregoing instrument and she acknowledged that he/she  
execute the same and being duly sworn by me, made oath that  
the statements in the foregoing instruments are true.

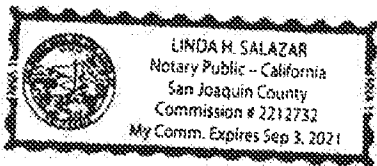
Witness my hand and official seal, this the 26<sup>th</sup> day of  
February, 2018.

  
Official Signature of Notary Public

Linda H. Salazar, Notary Public  
Notary's Printed or Typed Name

My Commission expires: Sept 3, 2021

(Official Seal)



Diamond Foods / Snyder's-Lance Assignment

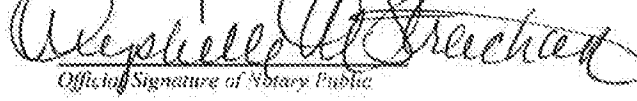
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina  
County of Mecklenburg

On this 27<sup>th</sup> day of February, 2018,  
personal appeared before me, the said named Gail Sharpa  
Myers, to me known and known to me to be the person  
described in and who executed the foregoing instrument and  
she acknowledged that he/she execute the same and being  
duly sworn by me, made oath that the statements in the  
foregoing instruments are true.

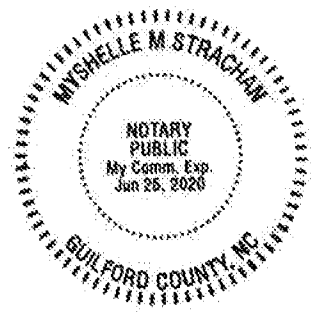
Witness my hand and official seal, this the 27<sup>th</sup> day of  
February, 2018.

  
Official Signature of Notary Public

Myshelle M. Strachan, Notary Public  
Notary's Printed or Typed Name

My Commission expires: June 25, 2020

(Official Seal)



## EXHIBIT A

| No. | Country                        | Mark With Design  | App. No.   | App. Date | Reg. No. | Reg. Date  |
|-----|--------------------------------|---|------------|-----------|----------|------------|
| 1.  | MEXICO                         | MOVIE THEATER   | M461002    | 12/4/2000 | 719,397  | 10/29/2001 |
| 2.  | TAIWAN                         | EMERALD & Design<br>(Cut Diamond)                         | 83005974   | 2/7/1994  | 687994   | 8/16/1995  |
| 3.  | UNITED<br>STATES OF<br>AMERICA | PREMIUM POP-<br>SECRET WE DO<br>BUTTER BETTER &<br>Design | 87/193,912 | 10/5/2016 |          |            |

