

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Carolina Country Snacks, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>North Carolina</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wise Foods, Inc.</u></p> <p>Street Address: <u>228 Raseley Street</u></p> <p>City: <u>Berwick</u></p> <p>State: <u>Pennsylvania</u></p> <p>Country: <u>United States</u> Zip: <u>18603</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance/Execution Date(s) :
Execution Date(s) March 23, 2018

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

<p>A. Trademark Application No.(s) Text</p>	<p>B. Trademark Registration No.(s)</p> <p><u>3097951</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Linda S. Davis

Internal Address: Taft Stettinius & Hollister LLP

Street Address: 65 East State Street, 10th Floor

City: Columbus

State: Ohio Zip: 43215

Phone Number: 614-221-2836

Docket Number: 614-221-2007 (fax)

Email Address: davisl@taftlaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number 503072 (access 1443)

Authorized User Name davisl@taftlaw.com

9. Signature: Jolie Weber April 20, 2018
Signature Date

Jolie Weber Total number of pages including cover sheet, attachments, and document: 6
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$50.00 3097951

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into on March 23, 2018 (the "Effective Date"), and is made from Carolina Country Snacks, Inc., a North Carolina corporation, (the "Assignor") to Wise Foods, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Asset Purchase Agreement dated as of March 6, 2018 (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement), by and among Assignor and Assignee, Assignor agreed to sell, convey, assign and transfer to Assignee, and Assignee agreed to accept certain Acquired Assets, including Assignor's worldwide right, title and interest in, to and under the trademark registrations and trademark applications identified on Annex A attached hereto, and any other trademarks that Assignor used in connection with the business that is the subject of the Purchase Agreement (the "Marks");

WHEREAS, Assignor is the sole and exclusive owner of the Marks, and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee, effective as of the Effective Date, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all the registration applications and registrations therefor, and, all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

2. Effective upon the Effective Date, Assignee shall be responsible for and shall pay any and all costs relating to the registration, maintenance and prosecution of the Marks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities.

3. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks identified on Annex A attached hereto. Assignor, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require to accomplish the intended purposes of this Assignment. All of the parties hereto shall cooperate

with one another and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

4. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and nothing contained herein is intended or shall be deemed to supersede, amend, or enlarge any of the terms, conditions, limitations, obligations, agreements, covenants, or warranties of any party contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall govern.

5. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

6. No modification, amendment, cancellation, replacement, or waiver of any provision of, or consent or approval required by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party hereto against whom enforcement of any such modification, amendment, cancellation, replacement, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given.

7. This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (*e.g.*, pdf format), and all of which taken together shall constitute one and the same instrument.

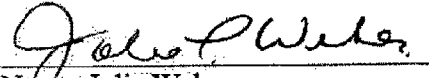
8. This Assignment including without limitation, the interpretation, construction and validity hereof, shall be governed in all respects by the internal Laws of the State of Georgia, without giving effect to any principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. In the event of any action arising hereunder or in connection with the matters contemplated hereby, each party agrees to submit to the exclusive jurisdiction of courts of Fulton County, Georgia or of the United States located in the State of Georgia.

[Remainder of page intentionally left blank; signature page follows]

ASSIGNEE

WISE FOODS, INC.

By



Name: Jolie Weber

Title: Chief Executive Officer

WITNESS

By: _____

Name:

[Signature Page to Trademark Assignment]

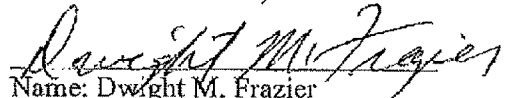
another party any transaction or matter addressed in this communication (or in any attachment).

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the date first written above.

ASSIGNOR

CAROLINA COUNTRY SNACKS, INC.

By



Name: Dwight M. Frazier

Title: President

WITNESS

By: _____

Name:

[Signature Page to Trademark Assignment]

Annex A – The Marks

Mark	Serial No.	Date Filed	Registration No.	Registration Date
CAROLINA COUNTRY SNACKS	78646057	6/08/05	3097951	5/30/06
*POPCORN CRACKLINS	78646061	6/08/05	3066980	3/6/06

*By Trademark Assignment dated March 23, 2018, between Carolina Country Snacks, Inc., a North Carolina corporation, "Assignor", and Wise Foods, Inc., a Delaware corporation, "Assignee", Wise acquired all rights to United States trademark POPCORN CRACKLINS, registration number 3066980, despite its cancellation October 14, 2016 and plans to file a new use based trademark application with the United States Patent and Trademark Office for the aforementioned mark.