

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474731

<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>
Terri Lynn, Inc.		05/17/2018	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pathway Valley Snacks, LLC		
<b>Street Address:</b>	1450 Bowes Road		
<b>City:</b>	Elgin		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60123		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4905883	TERRI LYNN CARES	
<b>Registration Number:</b>	4744882	TERRI LYNN CARES	
<b>Registration Number:</b>	3775500	LIKE YOU'VE NEVER TASTED BEFORE	
<b>Registration Number:</b>	2116996	STRICTLY BERRIES	
<b>Registration Number:</b>	2083688		
<b>Registration Number:</b>	1779081	TERRI LYNN	
<b>Registration Number:</b>	1680706	TERRI LYNN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122457467		
<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>	3122457496		
<b>Email:</b>	trademark@masudafunai.com		
<b>Correspondent Name:</b>	Gregory M. Wright, Esq.		
<b>Address Line 1:</b>	203 N. LaSalle St., Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Gregory M. Wright		
<b>SIGNATURE:</b>	/Gregory M. Wright/		

OP \$190.00 4905883

<b>DATE SIGNED:</b>	05/18/2018
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of May 17, 2018, is made by Terri Lynn, Inc., an Illinois corporation located at 1450 Bowes Rd, Elgin, Illinois 60123 ("Seller"), in favor of Pathway Valley Snacks, LLC, a Delaware limited liability company located at 1450 Bowes Rd, Elgin, Illinois 60123 ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Master Asset Purchase Agreement dated as of May 17, 2018 (the "Master Purchase Agreement") by and among Seller, Graziano Properties, L.L.C., an Illinois limited liability company, Trustees of the Graziano Family 2012 Irrevocable Trust under Trust Agreement dated November 27, 2012, and the shareholders of Seller, on the one hand, and Buyer and Watch City Properties, LLC, a Delaware limited liability company, on the other hand.

WHEREAS, under the terms of the Master Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:
  - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Master Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Master Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Master Purchase Agreement shall not be modified or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Master Purchase Agreement and the terms hereof, the terms of the Master Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

TERRI LYNN, INC.

By: *Terri L. Schuck*  
Name: Terri L. Schuck  
Title: President

Address for notices:

Graziano TL, LLC  
P.O. Box 5740  
Elgin, IL 60123

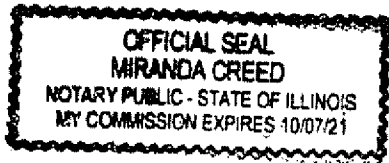
ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Kane )SS.  
)

On the 14<sup>th</sup> day of May, 2018, before me personally appeared Terri L. Schuck, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the President of Terri Lynn, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Terri Lynn, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: 10/7/21

*Miranda Creed*  
Notary Public  
Printed Name: MIRANDA CREED



[Signature Page to Assignment of Trademarks (Seller)]

AGREED TO AND ACCEPTED:

PATHWAY VALLEY SNACKS, LLC

By: Matt D. Ptacek  
Name: Matt Ptacek  
Title: Manager

Address for Notices:  
1450 Bowes Rd.  
Elgin, Illinois 60123

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Cook )SS.  
)

On the 17<sup>th</sup> day of May, 2018, before me personally appeared Matt Ptacek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Manager of Pathway Valley Snacks, LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Pathway Valley Snacks, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: February 4, 2021

Sharon A. Okazaki  
Notary Public  
Printed Name: sharon A. okazaki



**SCHEDULE 1  
ASSIGNED TRADEMARKS**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
TERRI LYNN CARES	United States	4905883	23-FEB-2016
TERRI LYNN CARES	United States	4744882	26-MAY-2015
LIKE YOU'VE NEVER TASTED BEFORE	United States	3775500	13-APR-2010
STRICTLY BERRIES	United States	2116996	25-NOV-1997
DESIGN ONLY	United States	2083688	29-JUL-1997
TERRI LYNN	United States	1779081	29-JUN-1993
TERRI LYNN	United States	1680706	24-MAR-1992

Trademark Applications

None.