

900451548 05/21/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474860

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snack Alliance, Inc.		05/08/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Wholesome Goodness, LLC		
Street Address:	6522 Saddle Ridge Lane		
City:	Long Grove		
State/Country:	ILLINOIS		
Postal Code:	60047		
Entity Type:	Corporation: DELAWARE: limited liability company		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3299728	RICEWORKS	
Registration Number:	3493349	RICEWORKS	
CORRESPONDENCE DATA			
Fax Number:	8177316200		
<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>			
Phone:	8177314500		
Email:	aanderson@bgsfirm.com		
Correspondent Name:	Amanda H. Anderson		
Address Line 1:	920 Foch Street		
Address Line 4:	Fort Worth, TEXAS 76107		
ATTORNEY DOCKET NUMBER:	WG - Riceworks		
NAME OF SUBMITTER:	Amanda H. Anderson, attorney		
SIGNATURE:	/Amanda H. Anderson/		
DATE SIGNED:	05/21/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of May 8, 2018 (this “**Trademark Assignment**”), is entered into by and between Snack Alliance, Inc., an Oregon corporation with a principal place of business at 100 Lincoln Way East, Massillon, Ohio 44646 (the “**Assignor**”), and Wholesome Goodness, LLC, a Delaware limited liability company with a principal place of business at 6522 Saddle Ridge Lane, Long Grove, Illinois 60047 (the “**Assignee**”).

RECITALS

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademarks set forth in the attached Schedule A (the “**Purchased Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s right, title, and interest in and to the Purchased Marks;

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated of even date herewith, pursuant to which Assignee is acquiring certain assets of Assignor, including the Purchased Marks.

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to Assignee the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee’s own name.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment, including without limitations as may be requested to record these assignments in foreign jurisdictions.

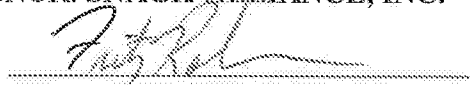
This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns. The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignments, sale, or rights granted herein.

The “Recitals” as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: SNACK ALLIANCE, INC.

By: 
Name: Fritz Kohmann
Title: Chief Financial Officer

STATE OF Ohio)
) SS:
COUNTY OF Stark)

On this 8th day of May, 2018 before me appeared Fritz Kohmann, known to me to be the Chief Financial Officer of Snack Alliance, Inc. who acknowledged that he signed this instrument as a free act on behalf of Snack Alliance, Inc.


Notary Public:
My commission expires:

SARA A. ZERBE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Stark County
My commission expires Sept. 29, 2019

[Trademark Assignment Signature Page]

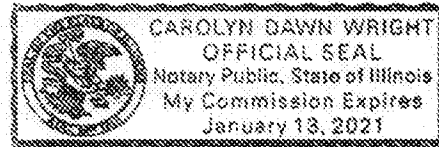
ASSIGNEE: WHOLESOME GOODNESS, LLC

By: *[Signature]*
Name: Rick Letizia
Title: President

STATE OF Ill
COUNTY OF Lake) SS:

On this 4 day of May, 2018 before me appeared Rick Letizia, known to me to be the President of Wholesome Goodness, LLC, who acknowledged that he signed this instrument as a free act on behalf of Wholesome Goodness, LLC.

Carolyn Dawn Wright
Notary Public:
My commission expires:



[Trademark Assignment Signature Page]

**Schedule A
Trademarks**

Registered Trademarks

Title	Country	Application No.	Date Filed	Registration No.	Registration Date
RICEWORKS	Australia	1258439	Aug 22, 2008	1258439	Aug 22, 2008
RICEWORKS	Canada	1,343,284	Apr 13, 2007	TMA710071	Mar 25, 2008
RICEWORKS	European Union	005948922	May 29, 2007	005948922	May 6, 2008
RICEWORKS	European Union	005412812	Oct 24, 2006	005412812	Nov 9, 2007
RICEWORKS	Mexico	899880	Dec 4, 2007	1037566	Apr 29, 2008
RICEWORKS	Taiwan R.O.C.	097036272	Aug 1, 2008	1377120	Sep 1, 2009
RICEWORKS	United States	78/795,139	Jan 19, 2006	3299728	Sep 25, 2007
RICEWORKS	United States	77/144,234	Mar 29, 2007	3493349	Aug 26, 2008