

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thin Delicious LLC		08/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSHM LLC		
Street Address:	14601 South Main Street		
City:	Gardena		
State/Country:	CALIFORNIA		
Postal Code:	90248		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4344521	CRUNCHY COOKIE CHIPS	
Registration Number:	4344520	COOKIE CHIPS	
Registration Number:	4277283	TASTES LIKE A COOKIE, EATS LIKE A CHIP	
Registration Number:	5332427	COOKIE CHIPS	
Registration Number:	5332428	CRUNCHY COOKIE CHIPS	
Serial Number:	87208526	HANNAHMAX	
Serial Number:	87208556	HANNAHMAX	
Serial Number:	87208626	HANNAHMAX SNACKS	
Serial Number:	87208665	HANNAHMAX SNACKS	
Serial Number:	87502990	IT NEVER HURTS TO DO SOMETHING SWEET	
Serial Number:	87503069	SWEET LIKE A COOKIE, CRISPY LIKE A CHIP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3107755991		
Email:	greggsultanesq@gmail.com		
Correspondent Name:	Gregg R. Sultan		
Address Line 1:	1203 South Crescent Heights Boulevard		

OP \$290.00 4344521

Address Line 4: Los Angeles, CALIFORNIA 90035

NAME OF SUBMITTER: Gregg R. Sultan

SIGNATURE: /GRS/

DATE SIGNED: 08/24/2018

Total Attachments: 5

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EXHIBIT D

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of August 13, 2018 (this "Assignment"), is made between THIN DELICIOUS LLC, a Delaware limited liability company ("Assignor"), and BSHM LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, ACG Homemade LLC, Fenwick Brands Fund I, LLC, Hannahmax Baking, Inc. Stuart Schwarz and Joanne Adirim are parties to that certain Agreement of Compromise, Settlement, Redemption and Mutual General Release, dated as of August 13, 2018 (as amended, restated or otherwise modified from time to time, the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, among other things, all of Assignor's right, title and interest in and to the intellectual property set forth on Schedule A appended hereto (collectively, the "Intellectual Property").

WHEREAS, this Assignment is executed and delivered pursuant to and as required by the Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all rights, title and interests of Assignor throughout the world in and to the Intellectual Property, together with the goodwill of Assignor's business appurtenant thereto and/or symbolized thereby, all income, royalties, damages and payments now or hereafter due or payable in respect to the Intellectual Property, and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement and/or dilution of the Intellectual Property and the rights thereto.

2. Assignor, at Assignee's expense, shall execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Intellectual Property as Assignee may reasonably deem appropriate.

3. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware.

4. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Agreement, the provision in the Agreement shall be deemed controlling.

5. This Assignment may be executed in one or two counterparts, each of which shall be deemed an original. Facsimile or other printable electronic signatures (e.g., PDF file transmission) shall be deemed to have the same effect as an original signature.

6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Intellectual Property Assignment.

ASSINGOR:

THIN DELICIOUS LLC

By its Mangers, ACG Homemade LLC and
Alliance Consumer Growth LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

BHSHM, LLC

By: Joanne Adirim

Name: Joanne Adirim

Title: Manager

5. This Assignment may be executed in one or two counterparts, each of which shall be deemed an original. Facsimile or other printable electronic signatures (e.g., PDF file transmission) shall be deemed to have the same effect as an original signature.

6. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Intellectual Property Assignment.

ASSINGOR:

THIN DELICIOUS LLC

By its Mangers, ACG Homemade LLC and
Alliance Consumer Growth LLC

By:  _____

Name: Trevor Nelson

Title: Managing Member

ASSIGNEE:

BHSHM, LLC

By: _____

Name: _____

Title: _____

Schedule A to Intellectual Property Assignment**INTELLECTUAL PROPERTY**

U.S. REGISTRATIONS				
MARK	CLASS	REG. NO.	REG. DATE	REGISTER
HANNAHMAX BAKING	30	3840816	8/31/2010	Principal
CRUNCHY COOKIE CHIPS	30	4344521	5/28/2013	Supplemental
COOKIE CHIPS	30	4344520	5/28/2013	Supplemental
TASTES LIKE A COOKIE, EATS LIKE A CHIP	30	4277283	1/15/2013	Principal
COOKIE CHIPS	30	5332427	11/14/2017	Principal
CRUNCHY COOKIE CHIPS	30	5332428	11/14/2017	Principal

U.S. APPLICATIONS				
MARK	CLASS	APP. NO.	FILED	REGISTER
HANNAHMAX	05, 30	87/208,526	10/19/2016	Principal
HANNAHMAX	29	87/208,556	10/19/2016	Principal
HANNAHMAX SNACKS	29	87/208,626	10/19/2016	Principal
HANNAHMAX SNACKS	05, 30	87/208,665	10/19/2016	Principal
IT NEVER HURTS TO DO SOMETHING SWEET	30	87/502,990	6/23/2017	Principal
SWEET LIKE A COOKIE, CRISPY LIKE A CHIP	30	87/503,069	6/23/2017	Principal

CANADIAN REGISTRATIONS			
MARK	CLASS	REG. NO.	REG. DATE
TASTES LIKE A COOKIE, EATS LIKE A CHIP	30	TMA936245	4/27/2016
CRUNCHY COOKIE CHIPS	30	TMA996939	5/17/2018
COOKIE CHIPS	30	TMA912827	9/01/2015

CANADIAN APPLICATIONS			
MARK	CLASS	APP. NO.	FILED
HANNAHMAX	29, 30	1833289	4/19/2017
HANNAHMAX SNACKS	29, 30	1833290	4/19/2017

"Intellectual Property" means all of the following in any jurisdiction throughout the world:

1. All trademarks, service marks, trade dress, logos, slogans, trade names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, relating specifically to Cookie Chips and used in the Cookie Chips Business. Without altering the foregoing, the above-listed marks shall be specifically included in the definition of "Intellectual Property".
2. All inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and any patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, specifically concerning Cookie Chips.
3. All trade secrets, confidential information, development (including ideas, research and development, know-how, formulas, recipes, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) related specifically to the Cookie Chips Business including without limitation the recipes and processes set forth on Exhibit A to the General Assignment dated January 5, 2016 by and between Company and HMB.
4. All advertising and promotional materials, website content, packaging, containers and product and point of sale displays related to Cookie Chips and used in the Cookie Chips Business, and any all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, relating specifically to the Cookie Chips Business.
5. The foregoing Intellectual Property shall be worldwide.