TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B&G Foods North America, Inc.		10/17/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Amplify Snack Brands, Inc.
Street Address:	100 Crystal A Drive
City:	Hershey
State/Country:	PENNSYLVANIA
Postal Code:	17033
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4295011	· ORIGINAL TINGS · CRUNCH ON!!
Registration Number:	5382139	LOTSO NACHO
Registration Number:	4508901	ORIGINAL TINGS CRUNCH ON
Registration Number:	4758155	PIRATE BRANDS
Registration Number:	5065874	PIRATE BRANDS
Registration Number:	5195718	· PIRATE BRANDS ·
Registration Number:	4762667	PIRATE BRANDS
Registration Number:	5008653	· PIRATE BRANDS ·
Registration Number:	5101866	PIRATE BRANDS GRANOLA FRUIT COINS
Registration Number:	4667441	PIRATE'S BOOTY
Registration Number:	2018855	PIRATE'S BOOTY
Registration Number:	5481624	· PIRATE'S BOOTY ·
Registration Number:	4758160	PIRATE'S BOOTY THAR BE GOOD SHIVER ME TI
Registration Number:	5551620	PIRATE'S BOOTY WILD TINGS EPIC FLAVOR! S
Registration Number:	3792893	PIRATE'S BOOTY: GET HOOKED!!
Registration Number:	4295010	POTATO FLYERS
Registration Number:	4398705	· POTATO FLYERS · THE ORIGINAL
Registration Number:	4295008	·POTATO FLYERS· TAKE OFF!!
Registration Number:	1841453	SMART PUFFS

CH $590.00 4295011

Property Type	Number	Word Mark
Registration Number:	4295009	· SMART PUFFS · GENIUS!!
Registration Number:	4405655	SMART PUFFS GENIUS!!
Registration Number:	2810015	TINGS
Registration Number:	5551516	WILD TINGS

CORRESPONDENCE DATA

Fax Number: 3128278185

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.

Phone: 312-807-4350

Email: chicago.trademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com

Correspondent Name: Sana Hakim c/o K&L Gates LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3709483-56
NAME OF SUBMITTER:	Sana Hakim
SIGNATURE:	/sh/
DATE SIGNED:	12/06/2018

Total Attachments: 7

source=B&G and Amplify TM Assignment#page1.tif
source=B&G and Amplify TM Assignment#page2.tif
source=B&G and Amplify TM Assignment#page3.tif
source=B&G and Amplify TM Assignment#page4.tif
source=B&G and Amplify TM Assignment#page5.tif
source=B&G and Amplify TM Assignment#page6.tif
source=B&G and Amplify TM Assignment#page7.tif

Trademark Assignment Agreement

TRADEMARK ASSIGNMENT AGREEMENT (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "Assignment"), dated as of the Closing Date, by and between B&G Foods North America, Inc., a Delaware corporation, with an address at Four Gatehall Drive, Parsippany, NJ 07054 ("Assignor"), and Amplify Snack Brands, Inc., a Delaware corporation, with an address at 100 Crystal A Drive, Hershey, PA 17033 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and The Hershey Company, a Delaware corporation ("Hershey") are parties to that certain Asset Purchase Agreement dated as of September 12, 2018 (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "APA");

WHEREAS, pursuant to that certain Intercompany Assignment Agreement, dated as of October 8, 2018, in accordance with the terms of the APA, Hershey assigned certain of its rights, benefits, interests, liabilities, duties and obligations under the APA to Assignee, as set forth therein;

WHEREAS, Assignor owns the Trademarks listed on Schedule 2.1(c) and Schedule 2.1(d) of the APA, including but not limited to the trademark applications and registrations as set forth on Schedule I (collectively, the "Assigned Marks");

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks; and

WHEREAS, pursuant to the APA the Assignor has agreed to execute and deliver this Assignment to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment of Rights. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all rights, title and interests throughout the world in and to, free and clear of all Liens, (a) the Assigned Marks, (b) the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, (c) all applications and registrations for the Assigned Marks and (d) any and all rights, benefits, privileges and proceeds under the Assigned Marks throughout the world, including, without limitation, (i) all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention, (ii) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the

TRADEMARK
REEL: 006501 FRAME: 0389

Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages, (iii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof and (iv) the exclusive right to grant licenses or other interest therein; the same to be held and enjoyed by Assignee, its successors and assigns or their 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. Further Assurances. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.

3. No Alteration. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the APA. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the APA, the APA shall control and govern.

4. Definitions. Capitalized terms used herein without definition shall have the meanings set forth in the APA.

5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

6. Severability. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Marks.

7. Miscellaneous. This Assignment is executed and delivered pursuant to, and is in accordance with, the APA. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of Article X of the APA, other than Sections 10.3 and 10.8 thereof, will govern this Agreement, *mutatis mutandis*.

[*Remainder of Page Intentionally Left Blank*]

TRADEMARK
REEL: 006501 FRAME: 0390

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

B&G FOODS NORTH AMERICA, INC.
As Assignor

By: _____
Name: Scott E. Lerner
Title: Executive Vice President

AMPLIFY SNACK BRANDS, INC.
As Assignee

By: _____
Name:
Title:

Acknowledged and accepted by:

B&G FOODS, INC.

By: _____
Name: Scott E. Lerner
Title: Executive Vice President

PIRATE BRANDS, LLC

By: _____
Name: Scott E. Lerner
Title: Executive Vice President

[Signature Page to the Trademark Assignment Agreement]

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

B&G FOODS NORTH AMERICA, INC.
As Assignor

By: _____
Name: Scott E. Lerner
Title: Executive Vice President

AMPLIFY SNACK BRANDS, INC.
As Assignee

By: Patricia Little
Name: Patricia A. Little
Title: President

Acknowledged and accepted by:

B&G FOODS, INC.

By: _____
Name: Scott E. Lerner
Title: Executive Vice President

PIRATE BRANDS, LLC

By: _____
Name: Scott E. Lerner
Title: Executive Vice President

[Signature Page to the Trademark Assignment Agreement]

SCHEDULE I

Assigned Marks

Mark	Country	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Status	Owner
PIRATE'S BOOTY	Australia	1679993	10/08/15	1679993	03/10/15	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY	Canada	TMA 1002231	08/7/2018	1714016	02/05/15	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY	European Union	13662598	05/19/15	13662598	01/22/15	Registered	B&G Foods North America, Inc.
PIRATE BRANDS	Mexico	-	-	2084043	08/03/18	Pending	-
PIRATE BRANDS	Mexico	-	-	2084045	08/03/18	Pending	-
PIRATE'S BOOTY	Mexico	1531289	04/21/15	1573009	01/30/15	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY	Mexico	1524585	03/25/15	1573011	01/30/15	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY	United Kingdom	3090565	04/10/15	3090565	01/22/15	Registered	B&G Foods North America, Inc.
ORIGINAL TINGS CRUNCH ON!! & Design	United States	4295011	02/26/13	85631887	05/22/12	Registered	B&G Foods North America, Inc.
LOTSO NACHO	United States	5382139	01/16/18	87270478	12/15/16	Registered	
ORIGINAL TINGS CRUNCH ON & Design	United States	4508901	04/08/14	85681678	07/19/12	Registered	B&G Foods North America, Inc.

PIRATE BRANDS	United States	4758155	06/23/15	85594923	04/11/12	Registered	B&G Foods North America, Inc.
PIRATE BRANDS	United States	5065874	10/18/16	86856076	12/21/15	Registered	B&G Foods North America, Inc.
PIRATE BRANDS & Design	United States	5195718	05/02/17	87212304	10/21/16	Registered	B&G Foods North America, Inc.
PIRATE BRANDS & Design	United States	4762667	06/30/15	85739650	09/27/12	Registered	B&G Foods North America, Inc.
PIRATE BRANDS & Design	United States	5008653	07/26/16	86410642	09/30/14	Registered	B&G Foods North America, Inc.
PIRATE BRANDS GRANOLA FRUIT COINS	United States	5101866	12/13/16	86856078	12/21/15	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY	United States	4667441	01/06/15	86299078	06/03/14	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY	United States	2018855	11/26/96	74692554	06/23/95	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY & Design	United States	5481624	05/29/18	87006527	04/19/16	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY THAR BE GOOD SHIVER ME TIMBERS! & Design	United States	4758160	06/23/15	85678670	07/17/12	Registered	B&G Foods North America, Inc.
PIRATE'S BOOTY	United States	5551620	08/28/18	87330632	02/09/17	Registered	B&G Foods North

WILD TINGS EPIC FLAVOR! SUPER CRUNCHY!							America, Inc.
PIRATE'S BOOTY: GET HOOKED!! & Design	United States	3792893	05/25/10	77843436	10/07/09	Registered	B&G Foods North America, Inc.
POTATO FLYERS	United States	4295010	02/26/13	85631877	05/22/12	Registered	B&G Foods North America, Inc.
POTATO FLYERS THE ORIGINAL & Design	United States	4398705	09/10/13	85678671	07/17/12	Registered	B&G Foods North America, Inc.
POTATO FLYERS TAKE OFF!! & Design	United States	4295008	02/26/13	85631839	05/22/12	Registered	B&G Foods North America, Inc.
SMART PUFFS	United States	1841453	06/21/94	74354236	02/01/93	Registered	B&G Foods North America, Inc.
SMART PUFFS GENIUS!! & Design	United States	4295009	02/26/13	85631859	05/22/12	Registered	B&G Foods North America, Inc.
SMART PUFFS GENIUS!! & Design	United States	4405655	09/24/13	85681671	07/19/12	Registered	B&G Foods North America, Inc.
TINGS	United States	2810015	02/03/04	76456707	10/03/02	Registered	B&G Foods North America, Inc.
WILD TINGS	United States	- 5551516	- 08/28/18	87270470	12/15/16	Registered	B&G Foods North America, Inc.