

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556455

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sonora Mills Foods, Inc. | | 10/01/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | VSB Opco, LLC | | |
| Street Address: | 39 Mesa Street | | |
| Internal Address: | Suite 310 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94129 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3482390 | POPCHIPS | |
| Registration Number: | 3419049 | THINK POPPED | |
| Registration Number: | 4515112 | POPCHIPS | |
| Registration Number: | 4932882 | KER POP | |
| Registration Number: | 5444864 | NUTTER PUFFS | |
| Registration Number: | 5717307 | YES PEAS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128191910 | | |
| <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: | 312-463-6242 | | |
| Email: | uspt@polsinelli.com | | |
| Correspondent Name: | Monica M. Gutierrez | | |
| Address Line 1: | 150 N. Riverside Plaza | | |
| Address Line 2: | Suite 3000 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 103081-622790 | | |
| NAME OF SUBMITTER: | Monica M. Gutierrez | | |
| SIGNATURE: | /Monica M. Gutierrez/ | | |

CH \$165.00 3482390

| | |
|---------------------|------------|
| DATE SIGNED: | 01/07/2020 |
|---------------------|------------|

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is effective as of October 1, 2019 and is entered into by and between Sonora Mills Foods, Inc., a Delaware corporation (the "Assignor") and VSB Opco, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. The Assignor is the owner of the trademarks owned or purported to be owned by Assignor, including the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Agreement and Plan of Merger, dated as of the date hereof, by and among the Assignor, the Assignee and certain other parties thereto (the "Merger Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Merger Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the Merger Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world where Assignor has rights in the Marks, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Merger Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Merger Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce all Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (PDF) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

* * *

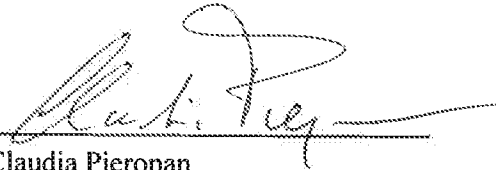
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Sonora Mills Foods, Inc.

VSB Opco, LLC

By: 
Name: Claudia Pieropan
Its: Chief Executive Officer

By: _____
Name: _____
Its: _____

Address for Notices:

Address for Notices:

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

ASSIGNOR:

ASSIGNEE:

Sonora Mills Foods, Inc.

VSF Opco, LLC

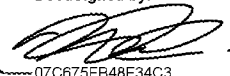
By: _____

By: Velocity Snack Brands, LLC

Name: _____

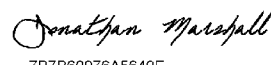
Its: Sole Member

Its: _____

DocuSigned by:
By:  _____
07C675FB48F34C3...

Name: Wayne Wu

Its: Manager

DocuSigned by:
By:  _____
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Name: Jonathan Marshall

Its: Manager


Address for Notices:







Address for Notices:

c/o VMG Partners
39 Mesa Street
Suite 310
San Francisco, CA 94129

c/o VMG Partners
39 Mesa Street
Suite 310
San Francisco, CA 94129

SCHEDULE A
Trademarks

| Country | Title | Local Classes | Owner | Application No. | Application Date | Registration No. | Registered Date | Status Summary |
|-----------|---|---------------|--------------------------|-----------------|------------------|------------------|-----------------|--------------------|
| Australia | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 1827328 | 2/22/2017 | | | Pending |
| Australia | KER POP | 29, 30 | Sonora Mills Foods, Inc. | IR1206849 | 5/23/2014 | IR1206849 | 10/14/2014 | Granted/Registered |
| Australia | YES PEAS | 29 | Sonora Mills Food, Inc. | IR1424826 | 8/1/2018 | IR1424826 | 8/1/2018 | Granted/Registered |
| Brazil | POPCHIPS | 29 | Sonora Mills Foods, Inc. | 840045867 | 3/6/2012 | 840045867 | 10/20/2015 | Granted/Registered |
| Brazil | POPCHIPS | 30 | Sonora Mills Foods, Inc. | 840045859 | 3/6/2012 | 840045859 | 10/20/2015 | Granted/Registered |
| Brazil | popchips | 29 | Sonora Mills Foods, Inc. | 840181507 | 7/3/2012 | 840181507 | 7/7/2015 | Granted/Registered |
| Brazil | popchips | 30 | Sonora Mills Foods, Inc. | 840181493 | 7/3/2012 | 840181493 | 7/7/2015 | Granted/Registered |
| Canada | POPCHIPS | - | Sonora Mills Foods, Inc. | 1492575 | 8/17/2010 | TMA809051 | 10/14/2011 | Granted/Registered |
| Canada | NUTTERPUFFS | 30 | Sonora Mills Food, Inc. | 1865586 | 10/31/2017 | | | Pending |
| Chile | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 987715 | 1/10/2012 | 997544 | 3/4/2013 | Granted/Registered |
| China | popchips | 29, 30 | Sonora Mills Foods, Inc. | IR1131561 | 6/28/2012 | IR1131561 | 6/28/2012 | Granted/Registered |
| China | KER POP | 29, 30 | Sonora Mills Foods, Inc. | IR1206849 | 5/23/2014 | IR1206849 | 5/23/2014 | Granted/Registered |
| China |  [Popchips] in Chinese Characters - "Bu Zi" | 29 | Sonora Mills Foods, Inc. | 15537238 | 10/20/2014 | 15537238 | 12/7/2015 | Granted/Registered |

| | | | | | | | | |
|--------------------|---|--------|--------------------------|---------------|------------|--------------|------------|--------------------|
| China |  | 30 | Sonora Mills Foods, Inc. | 15537239 | 10/20/2014 | 15537239 | 12/7/2015 | Granted/Registered |
| | [*Popchips* in Chinese Characters - "Bu Zi"] | | | | | | | |
| China | SONORA POPCHIPS | 29 | Sonora Mills Foods, Inc. | 15503856 | 10/14/2014 | 15503856 | 11/29/2015 | Granted/Registered |
| China | SONORA POPCHIPS | 30 | Sonora Mills Foods, Inc. | 15503855 | 10/14/2014 | 15503855 | 11/28/2015 | Granted/Registered |
| Colombia | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | SD20190036454 | 5/2/2019 | | | Pending |
| Dominican Republic | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 201322026 | 8/7/2013 | 214258 | 9/1/2014 | Granted/Registered |
| Dominican Republic | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 201732488 | 8/24/2017 | 245278 | 11/30/2017 | Granted/Registered |
| Dominican Republic |  | 29, 30 | Sonora Mills Foods, Inc. | 201322025 | 8/7/2013 | 214232 | 9/1/2014 | Granted/Registered |
| Dominican Republic |  | 29, 30 | Sonora Mills Foods, Inc. | 201732489 | 8/24/2017 | 245192 | 11/30/2017 | Granted/Registered |
| Hong Kong | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 302133756 | 1/9/2012 | 302133756 | 8/17/2012 | Granted/Registered |
| India | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 2264988 | 1/11/2012 | 2264988 | 7/16/2018 | Granted/Registered |
| India |  | 29, 30 | Sonora Mills Foods, Inc. | 2358393 | 7/4/2012 | 2019272 | 11/19/2018 | Granted/Registered |
| India | KER POP | 29, 30 | Sonora Mills Foods, Inc. | IR1206849 | 5/23/2014 | IR1206849 | 5/23/2014 | Granted/Registered |
| Indonesia | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | D002012029606 | 6/19/2012 | | | Pending |
| Indonesia |  | 29, 30 | Sonora Mills Foods, Inc. | D002012031901 | 7/3/2012 | IDM000452410 | 7/3/2012 | Granted/Registered |
| Israel | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | IR1111508 | 1/6/2012 | IR1111508 | 1/6/2012 | Granted/Registered |
| Israel |  | 29, 30 | Sonora Mills Foods, Inc. | IR1131561 | 7/10/2012 | IR1131561 | 5/3/2012 | Granted/Registered |

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| Japan | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 2008065675 | 8/8/2008 | 5317336 | 4/16/2010 | Granted/Registered |
| Japan | YES PEAS | 29 | Sonora Mills Food, Inc. | IR1424826 | 8/1/2018 | | 8/1/2018 | Pending |
| Madrid Protocol (TM) | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | IR1111508 | 1/6/2012 | IR1111508 | 1/6/2012 | Granted/Registered |
| Madrid Protocol (TM) | popchips | 29, 30 | Sonora Mills Foods, Inc. | IR1131561 | 6/28/2012 | IR1131561 | 6/28/2012 | Granted/Registered |
| Madrid Protocol (TM) | KER POP | 29, 30 | Sonora Mills Foods, Inc. | IR1206849 | 5/23/2014 | IR1206849 | 5/23/2014 | Granted/Registered |
| Madrid Protocol (TM) | YES PEAS | 29 | Sonora Mills Food, Inc. | IR1424826 | 8/1/2018 | IR1424826 | 8/1/2018 | Granted/Registered |
| Malaysia | POPCHIPS | 29 | Sonora Mills Foods, Inc. | 2012001085 | 1/19/2012 | 2012001085 | 2/10/2015 | Granted/Registered |
| Malaysia | POPCHIPS | 30 | Sonora Mills Foods, Inc. | 2012001084 | 1/19/2012 | 2012001084 | 9/14/2015 | Granted/Registered |
| Malaysia | popchips | 29 | Sonora Mills Foods, Inc. | 2013057364 | 7/22/2013 | 2013057364 | 11/28/2014 | Granted/Registered |
| Malaysia | popchips | 30 | Sonora Mills Foods, Inc. | 2013057365 | 7/22/2013 | 2013057365 | 11/28/2014 | Granted/Registered |
| Malaysia | popchips | 29 | Sonora Mills Food, Inc. | 2017073353 | 11/23/2017 | 2017073353 | 8/29/2018 | Granted/Registered |
| Malaysia | popchips | 30 | Sonora Mills Food, Inc. | 2017073355 | 11/23/2017 | 2017073355 | 8/28/2018 | Granted/Registered |
| Mexico | POPCHIPS | 29 | Sonora Mills Foods, Inc. | 1240112 | 1/9/2012 | 1289624 | 6/7/2012 | Granted/Registered |
| Mexico | POPCHIPS | 30 | Sonora Mills Foods, Inc. | 1240113 | 1/9/2012 | 1463092 | 6/18/2014 | Granted/Registered |
| Mexico | POPCHIPS | 30 | Sonora Mills Foods, Inc. | 1919367 | 7/17/2017 | 1913819 | 8/16/2018 | Granted/Registered |
| Mexico | popchips | 29 | Sonora Mills Foods, Inc. | 1287941 | 6/29/2012 | 1403302 | 10/14/2013 | Granted/Registered |
| Mexico | popchips | 30 | Sonora Mills Foods, Inc. | 1287942 | 6/29/2012 | 1449276 | 4/25/2014 | Granted/Registered |

| | | | | | | | | |
|--------------------------|-----------------|--------|--------------------------|------------|------------|-----------|-----------|--------------------|
| Mexico | popchips | 30 | Sonora Mills Food, Inc. | 1879009 | 4/17/2017 | 1774978 | 7/14/2017 | Granted/Registered |
| Mexico | YES PEAS | 29 | Sonora Mills Food, Inc. | IR1424826 | 8/1/2018 | | | Pending |
| Peru | POPCHIPS | 30 | Sonora Mills Foods, Inc. | 479244 | 1/10/2012 | 00189112 | 6/25/2012 | Granted/Registered |
| Peru | POPCHIPS | 29 | Sonora Mills Foods, Inc. | 479245 | 1/10/2012 | 00186198 | 5/29/2012 | Granted/Registered |
| Philippines | YES PEAS | 29 | Sonora Mills Food, Inc. | IR1424826 | 8/1/2018 | | 8/1/2018 | Pending |
| Republic of Korea | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | IR1111508 | 1/6/2012 | IR1111508 | 1/6/2012 | Granted/Registered |
| Republic of Korea | popchips | 29, 30 | Sonora Mills Foods, Inc. | IR1131561 | 7/10/2013 | IR1131561 | 5/3/2015 | Granted/Registered |
| Republic of Korea | KER POP | 29, 30 | Sonora Mills Foods, Inc. | IR1206849 | 5/23/2014 | IR1206849 | 5/23/2014 | Granted/Registered |
| Singapore | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | IR1111508 | 1/6/2012 | IR1111508 | 1/6/2012 | Granted/Registered |
| Singapore | KER POP | 29, 30 | Sonora Mills Foods, Inc. | IR1206849 | 5/23/2014 | IR1206849 | 5/23/2014 | Granted/Registered |
| Singapore | YES PEAS | 29 | Sonora Mills Food, Inc. | IR1424826 | 8/1/2018 | IR1424826 | 8/1/2018 | Granted/Registered |
| Taiwan | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 101001665 | 1/11/2012 | 1546403 | 11/1/2012 | Granted/Registered |
| United States of America | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | 78/892,669 | 5/25/2006 | 3,482,390 | 8/5/2008 | Granted/Registered |
| United States of America | THINK POPPED | 29, 30 | Sonora Mills Foods, Inc. | 77/022,725 | 10/17/2006 | 3,419,049 | 4/29/2008 | Granted/Registered |
| United States of America | popchips | 29, 30 | Sonora Mills Foods, Inc. | 85/509,863 | 1/5/2012 | 4,515,112 | 4/15/2014 | Granted/Registered |
| United States of America | KER POP | 29, 30 | Sonora Mills Foods, Inc. | 86/129,676 | 11/26/2013 | 4,932,882 | 4/5/2016 | Granted/Registered |
| United States of America | NUTTER PUFFS | 30 | Sonora Mills Foods, Inc. | 87/431,829 | 5/1/2017 | 5,444,864 | 4/10/2018 | Granted/Registered |

| | | | | | | | | |
|--------------------------|----------|--------|--------------------------|-------------|----------|-----------|----------|--------------------|
| United States of America | YES PEAS | 29 | Sonora Mills Food, Inc. | 8/7/85, 989 | 2/6/2018 | 5,717,307 | 4/2/2019 | Granted/Registered |
| Vietnam | POPCHIPS | 29, 30 | Sonora Mills Foods, Inc. | IR1111508 | 1/6/2012 | IR1111508 | 1/6/2012 | Granted/Registered |
| Vietnam | YES PEAS | 29 | Sonora Mills Food, Inc. | IR1424826 | 8/1/2018 | | 8/1/2018 | Pending |

TRADEMARK

REEL: 006833 FRAME: 0265

RECORDED: 01/08/2020

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