

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
San Francisco Pretzel Company		02/24/2020	Partnership: CALIFORNIA
Richard E. Wilson Jr.		02/24/2020	INDIVIDUAL: UNITED STATES
Katherine S. Wilson		02/24/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Utz Quality Foods, LLC		
Street Address:	900 High Street		
City:	Hanover		
State/Country:	PENNSYLVANIA		
Postal Code:	17331		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2617958	SAN FRANCISCO PRETZEL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2157012035		
<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:	2156654702		
Email:	jcloak@cozen.com		
Correspondent Name:	J. Trevor Cloak		
Address Line 1:	1650 Market Street		
Address Line 2:	One Liberty Place, Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	230814.000		
NAME OF SUBMITTER:	J. Trevor Cloak		
SIGNATURE:	/J. Trevor Cloak/		
DATE SIGNED:	02/26/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement") is dated as of this 24th day of February, 2020 (the "Closing Date"), by and among **UTZ QUALITY FOODS, LLC**, a Delaware limited liability company with a principal place of business at 900 High Street, Hanover, PA 17331 ("Assignee"), and **SAN FRANCISCO PRETZEL COMPANY**, a California partnership with a principal place of business at 430 Camino Bandera, San Clemente, CA 92673 ("**SFPC**"), **RICHARD E. WILSON, JR.**, an individual ("**R. Wilson**"), and **KATHERINE S. WILSON**, an individual ("**K. Wilson**," and together with R. Wilson and SFPC, the "Assignors"). Each of the Assignors and Assignee are referred to herein as a "Party" and, collectively, the "Parties". Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Purchase Agreement.

RECITALS:

A. **WHEREAS**, Assignors and Assignee have, concurrently herewith, consummated the purchase by Assignee, from Assignors, of the Acquired Assets, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of February 24, 2020 (the "Purchase Agreement");

B. **WHEREAS**, pursuant to the Purchase Agreement, and subject to the terms and conditions thereof, Assignors have sold, transferred, assigned, conveyed, granted, and delivered to Assignee all rights, title and interests in, to, and under the Acquired Assets including, without limitation, the Intellectual Property Rights owned, used, held for use, or otherwise employed by Seller in the operation of or related to the Seller's Business;

C. **WHEREAS**, Assignors have agreed to execute and deliver this Intellectual Property Assignment Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction;

NOW, THEREFORE, Assignors and Assignee, in consideration of the mutual covenants and agreements to be performed as set forth in this Agreement and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby conclusively acknowledged, and intending to be legally bound, agree as follows:

1. Assignment of Intellectual Property Rights. Subject to the terms and conditions of the Purchase Agreement, to the fullest extent permitted per applicable law, Assignors hereby irrevocably sell, assign, transfer, convey, grant, and deliver to Assignee and Assignee's successors and assigns, and Assignee hereby accepts, free and clear of all Liens, all rights, title, and interests (including, without limitation Intellectual Property Rights) in and to the Acquired Assets, in each case, to the extent applicable, including any and all corresponding rights that now or hereafter may be secured throughout the world including, without limitation, all income, royalties, damages, and payments with respect to the foregoing, and all rights, including subsidiary rights associated therewith including, but not limited to, the right to sue and recover damages and payments for past, present, and future infringements, misappropriations, or dilution of any of the foregoing, the right to file applications for and to secure and maintain registrations

in any of the foregoing in any jurisdiction in the name of Assignee, and any and all corresponding rights that now or hereafter may be secured throughout the world.

2. Specific Assignments. Without limiting the generality of Section 1 above, the Parties hereby agree, to the fullest extent permitted per applicable law and subject to the terms and conditions of the Purchase Agreement, as follows:

(a) Assignment of Trademarks. Assignors hereby irrevocably sell, assign, transfer, convey, grant, and deliver to Assignee all worldwide rights, title and interests including, without limitation, Intellectual Property Rights, in, to, and under all of the following, all free and clear of all Liens: (i) all Trademarks included in the Acquired Assets, including, without limitation, those described or identified on Schedule 1 to this Agreement (collectively, the "Assigned Marks"); (ii) the goodwill of the Seller's Business in connection with which the Assigned Marks are used, which is symbolized or represented by the Assigned Marks, and/or which is otherwise related to the Assigned Marks, and/or the Acquired Assets; (iii) all rights in any of the foregoing in any country or locality worldwide; and (iv) all income, royalties, damages, and payments with respect to the foregoing, and all rights, including subsidiary rights associated therewith including, but not limited to, the right to sue and recover damages and payments for past, present, and future infringements, misappropriations, or dilution of any of the foregoing, the right to file applications for and to secure and maintain registrations in any of the foregoing in any jurisdiction in the name of Assignee, and any and all corresponding rights that now or hereafter may be secured throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

(b) Assignment of Domain Names. Assignors hereby irrevocably sell, assign, transfer, convey, grant, and deliver to Assignee all worldwide rights, title, and interests including, without limitation, Intellectual Property Rights, in, to and under the Domain Names included in the Acquired Assets including, without limitation, the domain names identified on Schedule 2 to this Agreement (collectively, the "Assigned Domain Names"), free and clear of all Liens, together with any other rights including, but not limited to, Trademark rights, in any jurisdiction that Assignors may have in the Assigned Domain Names including, without limitation, any goodwill associated with or symbolized by the foregoing.

(i) Transfer of Domain Names. Assignors shall, within five (5) business days following the Closing Date, take all actions reasonably requested by Assignee and/or otherwise necessary to effectuate the transfer of ownership and control of the Assigned Domain Names to Assignee and to cause the Assigned Domain Names to be registered in the name of Assignee with the domain name registry designated in writing by Assignee (the "Registrar") including, without limitation, executing all documents, papers, and forms, and obtaining all necessary consents and authorizations necessary to effectuate such transfer, at Assignors' cost and expense. Assignors shall also cooperate fully with Assignee and the Registrar of the Domain Names to facilitate the filing and processing of all forms and other formalities (including, without limitation, changing passwords, user names, and Internet Protocol (IP) addresses) necessary to

complete the transfer of the Assigned Domain Names. The Assigned Domain Names shall be deemed transferred when Assignee's Registrar has confirmed the transfer in accordance with its procedures therefor, the applicable WHOIS database identifies Assignee as the registrant of the Assigned Domain Names, and the Assignee has administrative and technical access to the Assigned Domain Names and sole control over where the Assigned Domain Name point.

3. Recordation. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and/or the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in all applicable jurisdictions (including any applicable Governmental Agency), to record and register this Agreement upon request by Assignee and hereby authorizes Assignee to request the relevant Governmental Agency in each applicable country or jurisdiction to record Assignee as the assignee and owner of the Intellectual Property Rights comprising the Acquired Assets, as applicable, and hereby consents to such recordal.

4. Further Assurances. At any time on and following the Closing Date, Assignors shall, at Assignee's reasonable request and at Assignors' cost and expense, take any and all reasonable steps or actions, and execute, acknowledge and deliver to Assignee any and all future papers, instruments, and/or documents necessary or desirable in order to effect the sale, transfer, assignment, conveyance, grant and delivery to Assignee, of the Acquired Assets (and associated Intellectual Property Rights) as contemplated by this Agreement and the Purchase Agreement. Without limiting the generality of the immediately foregoing sentence, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably requested by Assignee or otherwise necessary or desirable to effect, evidence or perfect the assignment of all or any portion of the Acquired Assets (and associated Intellectual Property Rights) to Assignee, or any assignee or successor thereto.

5. Recitals. The recitals set forth above are incorporated in this Agreement by reference thereto and made a part of this Agreement.

6. This Agreement Subject to Purchase Agreement. This Agreement shall in all respects be subject to the Purchase Agreement. The Parties to this Agreement acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and other provisions contained in the Purchase Agreement shall not be superseded by this Agreement, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

7. Counterparts. This Agreement 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 Agreement 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 Agreement.


IN WITNESS WHEREOF, Assignors and Assignee, intending to be legally bound by this


Intellectual Property Assignment Agreement, have duly executed by their authorized representatives this Intellectual Property Assignment Agreement.

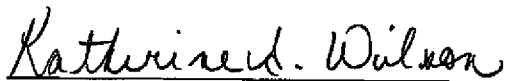
UTZ QUALITY FOODS, LLC

By: 
Name: Dylan B Lissette
Title: President & Chief Executive Officer

SAN FRANCISCO PRETZEL COMPANY

By: 
Name: RICHARD E. WILSON JR.
Title: PARTNER


Richard E. Wilson, Jr.


Katherine S. Wilson

Signature Page to Intellectual Property Assignment Agreement

SCHEDULE 1

TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CERTAIN ASSIGNED TRADEMARKS

Trademark Applications and Registrations

U.S. Trademark Reg. No. 2617958 for SAN FRANCISCO PRETZEL COMPANY, the Trademark at issue in such registration, and all goodwill associated therewith.

U.S. Trademark Appl. No. 75/239,887 for SAN FRANCISCO PRETZEL COMPANY (abandoned), the Trademark at issue in such application, and all goodwill associated therewith.

SCHEDULE 2

TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CERTAIN ASSIGNED DOMAIN NAME REGISTRATIONS

SANFRANCISCOPRETZEL.COM