

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615108

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900578417		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conagra G&S (CAG), LLC		11/02/2020	Limited Liability Company: DELAWARE
Conagra Foods Packaged Foods, LLC		11/02/2020	Limited Liability Company: DELAWARE
Conagra Foods RDM, Inc.		11/02/2020	Corporation: DELAWARE
Conagra Food Sales, LLC		11/02/2020	Limited Liability Company: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	1872700	ANDERSON	
Registration Number:	3818892	H-K ANDERSON ANDERSON PRETZELS FRESH BAK	
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, Cozen O'Connor		
Address Line 1:	1650 Market Street, Suite 2800, One Libe		
Address Line 2:	One Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	330861.000		
NAME OF SUBMITTER:	J. Trevor Cloak		

TRADEMARK

SIGNATURE:	/J. Trevor Cloak/
DATE SIGNED:	12/17/2020
Total Attachments: 8 source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page1.tif source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page2.tif source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page3.tif source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page4.tif source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page5.tif source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page6.tif source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page7.tif source=LEGAL 49274677v1 Wonderland - IP Assignment Agreement [Executed]#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (“Assignment”) dated as of November 2, 2020 by and among Conagra Foods Packaged Foods, LLC, a Delaware limited liability company with a principal place of business at 222 W. Merchandise Mart Plaza, Suite 1300, Chicago, Illinois 60654; Conagra G&S (CAG), LLC, a Delaware limited liability company with a principal place of business at 222 W. Merchandise Mart Plaza, Suite 1300, Chicago, Illinois 60654; Conagra Foods RDM, Inc., a Delaware corporation with a principal place of business at 222 W. Merchandise Mart Plaza, Suite 1300, Chicago, Illinois 60654; and Conagra Food Sales, LLC, a Delaware limited liability company with a principal place of business at 222 W. Merchandise Mart Plaza, Suite 1300, Chicago, Illinois 60654 (each, an “Assignor” and, collectively, the “Assignors”) and Utz Quality Foods, LLC, a Delaware limited liability company with a principal place of business at 900 High Street, Hanover, PA 17331 (“Assignee”) in accordance with the Purchase Agreement (as hereinafter defined)). Each of the Assignors and Assignee is referred to herein as a “Party” and, collectively, as the “Parties”.

BACKGROUND

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement dated as of September 28, 2020 (the “Purchase Agreement”) relating to the acquisition by Assignee of certain assets from Assignors, including the Intellectual Property Assets. The Purchase Agreement provides that Assignors shall execute and deliver at the Closing intellectual property assignment agreements for Assignors to assign to Assignee the Intellectual Property Assets. This Assignment is being executed pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agrees as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used and not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement:
2. Assignment of Intellectual Property Assets. Each Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors and assigns, free and clear of all Liens, all of the Intellectual Property Assets and any and all corresponding rights (including Intellectual Property rights), title, and interests that now or hereafter may be secured by any Assignor with respect to such Intellectual Property Assets anywhere throughout the world including, without limitation, all rights of every kind and nature, tangible or intangible, including choses in actions and warranties or performance guarantees, to the extent assignable, of any Assignor with respect to the Intellectual Property Assets (collectively, the “Associated Rights”).
3. Assignment of Trademarks. Without limiting the generality of Section 2 of this Assignment, each Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, free and clear of all Liens, all rights, title, and interests in and to any and all Trademarks comprising the Registered Intellectual Property

and all of Assignors' rights, title, and interests in and to any and all other Trademarks comprising the Intellectual Property Assets including, without limitation, any Trademarks comprising the Unregistered Intellectual Property (collectively, the "Assigned Trademarks"), and any and all goodwill associated therewith or symbolized thereby, including without limitation the Trademarks identified in Schedule A and any associated applications or registrations, and all Associated Rights therein.

- a. Assignors hereby acknowledge and agree that from and after the date hereof, Assignee shall be the exclusive owner of the Assigned Trademarks.
 - b. Each Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Assigned Trademarks to record Assignee as the owner of the Assigned Trademarks.
4. Domain Names. Without limiting the generality of Section 2 of this Assignment, each Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, free and clear of all Liens, all of Assignor's rights, title, and interests in and to any and all Domain Names comprising the Intellectual Property Assets, and any and all goodwill associated therewith, if any, including without limitation the Domain Names set forth in Schedule B and all associated registrations, all Associated Rights, and any rights with respect to administration and hosting.
- a. Within ten (10) business days of this Assignment, Assignors shall execute all documents, papers, forms, and authorizations, and take such other actions as may be necessary to effectuate transfer of ownership and control of the Domain Names to and by Assignee. Domain Names will be deemed transferred when Assignee has administrative and technical access to the Domain Names, and sole control over where any domain names point, Assignee's registrar has confirmed the transfer of any domain names in accordance with its procedures, and any applicable WHOIS database identifiers Assignee as the registrant of the domain names.
5. Copyrights. Without limiting the generality of Section 2 of this Assignment, each Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, free and clear of all Liens, all of Assignors' rights, title, and interests in and to any and all Works comprising the Intellectual Property Assets, including without limitation the Works identified in Schedule C and all Associated Rights.
6. Recordal. Each Assignor hereby authorizes Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of such Intellectual Property Assets, as applicable, and hereby consents to such recordal (including the recordation of this Assignment).
7. Purchase Agreement Governs. The Intellectual Property Assets are being transferred by Assignors to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the

Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the Parties contained in the Purchase Agreement or the survival thereof.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Assignment may be executed and delivered by facsimile transmission, by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail or by other electronic transmission and such transmission or attachment shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
9. Governing Law. This Assignment, including the validity hereof and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be executed entirely in such state (without giving effect to the conflicts of laws provisions thereof).
10. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by an authorized representative as of the date first above written.

ASSIGNORS

ASSIGNEE

CONAGRA FOODS PACKAGED FOODS, LLC

UTZ QUALITY FOODS, LLC

By: Jim Blakemore
Name: Jim Blakemore
Title: Authorized Representative

By: _____
Name: Dylan B. Lissette
Title: President and Chief Executive Officer

CONAGRA G&S (CAG), LLC

By: Jim Blakemore
Name: Jim Blakemore
Title: Authorized Representative

CONAGRA FOODS RDM, INC.

By: Jim Blakemore
Name: Jim Blakemore
Title: Authorized Representative

CONAGRA FOOD SALES, LLC

By: Jim Blakemore
Name: Jim Blakemore
Title: Authorized Representative

[Signature Page to Assignment of Intellectual Property Assets]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by an authorized representative as of the date first above written.

ASSIGNORS

CONAGRA FOODS PACKAGED FOODS,
LLC

By: _____
Name: Jim Blakemore
Title: Authorized Representative

CONAGRA G&S (CAG), LLC

By: _____
Name: Jim Blakemore
Title: Authorized Representative

CONAGRA FOODS RDM, INC.

By: _____
Name: Jim Blakemore
Title: Authorized Representative

CONAGRA FOOD SALES, LLC

By: _____
Name: Jim Blakemore
Title: Authorized Representative

ASSIGNEE

UTZ QUALITY FOODS, LLC

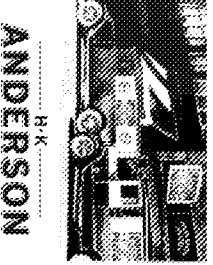
By: Dylan Lissette
Name: Dylan B. Lissette
Title: President and Chief Executive Officer

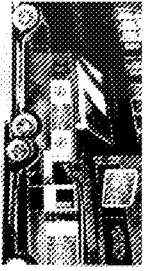
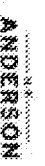
[Signature Page to Assignment of Intellectual Property Assets]

**SCHEDULE A
TRADEMARKS**

Registered Trademarks

Trademarks

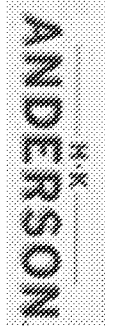
Jurisdiction	Mark	Serial Number	File Date	Registration Number	Registration Date	Owner
United States	ANDERSON & DESIGN	74/485,207	2/1/1994	1,872,700	1/10/1995	Conagra G&S (CAG), LLC
United States	H·K ANDERSON PRETZELS FRESH BAKED PRETZELS EST 1888 & DESIGN 	77/410,307	2/29/2008	3,818,892	7/13/2010	Conagra G&S (CAG), LLC

Jurisdiction	Mark	Serial Number	File Date	Registration Number	Registration Date	Owner
Mexico	H-K ANDERSON PRETZELS FRESH BAKED PRETZELS EST 1888 & DESIGN 	1157952	02/24/2011	1224022	06/23/2011	Conagra Foods RDM, Inc.
Taiwan	H-K ANDERSON	105027095	05/13/2016	1812357	05/13/2016	Conagra Foods RDM, Inc.
China	H-K ANDERSON and Design 	19761388	4/26/2016	19761388	10/21/2018	Conagra Foods RDM, Inc.

Unregistered Trademarks

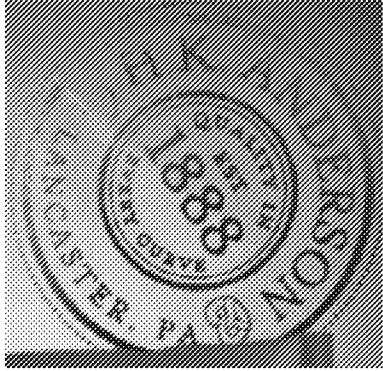
- HK ANDERSON (word mark)
- H . K ANDERSON (word mark)
- H.K. ANDERSON (word mark)

- H. K. ANDERSON and Design, as depicted here:



(logo; in any color combination)

- H.K. ANDERSON QUALITY IN EVERY CURVE EST 1888 LANCASTER, PA and Design, as depicted in substantial part



here:

(logo; in any color combination)