

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OTB Acquisition LLC		12/14/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Utz Quality Foods, LLC		
<b>Street Address:</b>	900 High Street		
<b>City:</b>	Hanover		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17331		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5895797	OTB	
<b>Registration Number:</b>	5895798	ON THE BORDER	
<b>Registration Number:</b>	5901963	ON THE BORDER MEXICAN GRILL & CANTINA	
<b>Registration Number:</b>	5901964	ON THE BORDER MEXICAN GRILL & CANTINA	
<b>Registration Number:</b>	5897190	TASTE THE OTB DIFFERENCE	
<b>Registration Number:</b>	5897192	ON THE BORDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2157012273		
<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>			
<b>Phone:</b>	215-665-7273		
<b>Email:</b>	cmiller@cozen.com		
<b>Correspondent Name:</b>	Camille M. Miller		
<b>Address Line 1:</b>	1650 Market Street		
<b>Address Line 2:</b>	One Liberty Place, Suite 2800		
<b>Address Line 4:</b>	Phialdelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	J. Trevor Cloak		
<b>SIGNATURE:</b>	/J. Trevor Cloak/		
<b>DATE SIGNED:</b>	01/14/2021		

OP \$165.00 5895797

**Total Attachments: 8**

source=OTBA- Omnibus Assignment [Executed]#page1.tif

source=OTBA- Omnibus Assignment [Executed]#page2.tif

source=OTBA- Omnibus Assignment [Executed]#page3.tif

source=OTBA- Omnibus Assignment [Executed]#page4.tif

source=OTBA- Omnibus Assignment [Executed]#page5.tif

source=OTBA- Omnibus Assignment [Executed]#page6.tif

source=OTBA- Omnibus Assignment [Executed]#page7.tif

source=OTBA- Omnibus Assignment [Executed]#page8.tif

## OMNIBUS ASSIGNMENT AGREEMENT

This OMNIBUS ASSIGNMENT AGREEMENT (this “Agreement”), dated as of December 14, 2020 (the “Effective Date”), is entered into by and between OTB Acquisition LLC, a Delaware limited liability company with a principal place of business at One Buckhead Plaza, Suite 400, 3060 Peachtree Road, NW, Atlanta, GA 30305 (the “Assignor”) and Utz Quality Foods, LLC, a Delaware limited liability company with a principal place of business at 900 High Street, Hanover, Pennsylvania 17331 (the “Assignee”). The Assignor and Assignee are each referred to herein as a “Party” and together the “Parties”.

WHEREAS, Truco Holdings LLC, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of November 11, 2020 (the “Asset Purchase Agreement”), pursuant to which Assignor agreed to sell, transfer, convey and deliver to Assignee, and Assignee agreed to purchase, all of the Acquired Assets (as defined in the Asset Purchase Agreement);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute and deliver this Agreement for the purpose of assigning, transferring and vesting in Assignee all right, title and interest in and to the Acquired Assets; and

WHEREAS, simultaneously with the execution of this Agreement, the Parties are also entering into that certain Co-Existence Agreement (the “Co-Existence Agreement”) to facilitate their mutual use of the OTB Marks in accordance with the terms set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in this Agreement, and if not defined herein, the Asset Purchase Agreement.

“Acquired Assets” means (i) any and all rights in and to the “OTB”, “ON THE BORDER”, “ON THE BORDER MEXICAN GRILL & CANTINA” and “TASTE THE OTB DIFFERENCE” marks, including trademarks, unregistered and common law marks, trade dress, logos and designs associated therewith (collectively the “OTB Marks”) in the Purchaser Field (including the registrations and applications set forth on Schedule A (collectively, the “Assigned Marks”), and, in each case, the Ancillary Rights related to any of the foregoing and (ii) any and all of the Assignor’s rights in and to the domain names ontheborderchips.com and ontheborderproducts.com. and the Amazon Brand Registry in which Truco Enterprises L.P. enrolled one or more of the OTB Marks pursuant to the Thirty-Fifth Amendment of the Existing License Agreement.

“Ancillary Rights” means, with respect to the Acquired Assets, (i) any and all claims and causes of action, whether accruing before, on or after the Closing Date, and the right to seek and recover damages against infringing parties for the past, present or future infringement, dilution, misappropriation or other violation of such Acquired Assets, (ii) all rights to proceeds, income, revenues and royalties, whether accruing before, on or after the Closing Date, except with respect to the Existing License Agreement, (iii) the goodwill of the business associated or symbolized therewith, (iv) all other rights, privileges and protections of the Company accruing in or under the OTB Marks in the Purchaser Field provided by applicable Law, treaty or other international convention, or (v) any and all rights to attorney-client privileged information, or information or documents subject to an expectation of client confidence, attorney work-product protection or other legal privilege, in each case, whether arising before or on the Closing Date (other than any such information solely relating to the negotiation and consummation of the transactions contemplated by the Asset Purchase Agreement and the other Transaction Documents).

“Purchaser Field” means the development, use, manufacture, production, packaging, advertisement, marketing, promoting, offering for sale, selling and distribution of snack food products (including chips, potato chips, tortilla chips, tortillas, corn chips, pretzels, popcorn, cheese puffs, corn puffs, puffed snacks, nuts, seeds, trail mix, party mixes, crackers, salsa, taco sauce, hot sauce, taco seasoning, queso, cheese dips, bean dips or any other goods referenced in the description of the OTB Marks registered in the United States or Canada set forth on Schedule A) in the Territory.

“Territory” means (i) the United States, Canada and Mexico, including, in each case, any and all possessions, provinces and territories of each such country, as applicable and (ii) Europe (including the United Kingdom but excluding Turkey), Central America and the balance of North America, South America and Africa (excluding Egypt, Sudan, Algeria, Libya, Morocco, Tunisia and Western Sahara), including, in each case, all of the countries and territories comprising a part thereof.

## **ARTICLE II ASSIGNMENT**

2.1 Assignment. Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, all right, title and interest in and to the Acquired Assets, free and clear of Encumbrances (as defined in the Asset Purchase Agreement), but subject to the Co-Existence Agreement. Assignor authorizes the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), to, upon request of Assignee, record Assignee as the owner of the Assigned Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

2.2 Asset Purchase Agreement Provisions. The following sections from the Asset Purchase Agreement are hereby incorporated herein mutatis mutandis: Section 8.3 (Consent to Amendments; Waivers), Section 8.5 (Severability), Section 8.7 (Descriptive Headings; Interpretation), Section 8.11 (Governing Law), Section 8.13 (Waiver of Jury Trial), Section 8.14 (Jurisdiction and Venue) and Section 8.15 (No Strict Construction). This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. In the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control and prevail. The representations, warranties, and covenants in the Asset Purchase Agreement shall not be superseded by this Agreement but shall remain in full force and effect to the full extent provided therein.

2.3 Further Assurances. Each Party shall promptly execute, acknowledge and deliver, at the reasonable request of the other Party, such additional documents, instruments, conveyances and assurances and take such further actions as the other Party may reasonably request to carry out the provisions of this Agreement and to give effect to the transactions contemplated by this Agreement, in each case, upon reimbursement by the other Party of such Party’s out-of-pocket expenses. This Section 2.3 shall include vesting in Assignee title to, or putting Assignee in full legal possession of, the Acquired Assets.

2.4 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by electronic mail in portable document file (pdf) format, shall be effective as delivery of a manually executed counterpart to this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

**Utz Quality Foods, LLC**



By: \_\_\_\_\_

Name: Dylan B. Lissette

Title: Chief Executive Officer

OTB Acquisition LLC

By: Karl Jaeger  
Name: Karl Jaeger  
Title: Vice President

*[Signature Page to Exhibit B -- Omnibus Assignment Agreement]*

**Schedule A**

Trademark	Image	Owner/Assignee Name	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Classes	Goods
OTB		OTB Acquisition LLC	Canada	1957801	17-Apr-2019			Pending	30 Int.	30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; snack food dips, namely, salsa and salsa con queso in the nature of dipping sauces; cheese sauce, sauce mixes for dipping sauces
ON THE BORDER		OTB Acquisition LLC	Canada	1957802	17-Apr-2019			Pending	29 Int., 30 Int.	29 Int. snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; snack food dips, namely, salsa con queso in the nature of dipping sauces; cheese sauce; sauce mixes for dipping sauces
ON THE BORDER MEXICAN GRILL & CANTINA		OTB Acquisition LLC	Canada	1957803	17-Apr-2019			Pending	29 Int., 30 Int.	29 Int. snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; snack food dips, namely, salsa con queso in the nature of dipping sauces; cheese sauce; sauce mixes for dipping sauces
ON THE BORDER MEXICAN GRILL & CANTINA & Design		OTB Acquisition LLC	Canada	1957804	17-Apr-2019			Pending	29 Int., 30 Int.	29 Int. snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; snack food dips, namely, salsa and salsa con queso in the nature of dipping sauces; cheese sauce; sauce mixes for dipping sauces

Trademark TASTE THE OTB DIFFERENCE	Image	Owner/Assignment Name OTB Acquisition LLC	Country Canada	Application No. 1960774	Filing Date 03- May- 2019	Registration No.	Registration Date	Status Pending	Classes 30 Int.	Goods 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips
ON THE BORDER (Stylized)		OTB Acquisition LLC	Canada	1960775	03- May- 2019			Pending	29 Int., 30 Int.	29 Int. snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; snack food dips, namely, salsa and salsa con queso in the nature of dipping sauces; cheese sauce; sauce mixes for dipping sauces
ON THE BORDER		OTB Acquisition LLC	Mexico	824699	11- Dec- 2006	978136	23-Mar- 2007	Registered	29 Int.	29 Int. Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats.
ON THE BORDER		OTB Acquisition LLC	Mexico	824701	11- Dec- 2006	978137	23-Mar-2007	Registered	30 Int.	30 Int. Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices, honey, treacle; yeast, baking-powder; salt, mustard; vinegar; sauces (condiments); spices; ice.



Trademark	Image	Owner/Assignee Name	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Classes	Goods
ON THE BORDER MEXICAN GRILL & CANTINA & Design		OTB Acquisition LLC	Mexico	824708	11-Dec-2006	983127	30-Apr-2007	Registered	29 Int.	29 Int. Meat, fish, poultry and game; meat extracts, preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats.
ON THE BORDER MEXICAN GRILL & CANTINA & Design		OTB Acquisition LLC	Mexico	824709	11-Dec-2006	982266	25-Apr-2007	Registered	30 Int.	30 Int. Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar; sauces (condiments); spices; ice.
OTB		OTB Acquisition LLC	United States of America	88386860	15-Apr-2019	5895797	29-Oct-2019	Registered	30 Int.	30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips
ON THE BORDER		OTB Acquisition LLC	United States of America	88386869	15-Apr-2019	5895798	29-Oct-2019	Registered	29 Int., 30 Int.	29 Int. Dips; snack dips; snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, Flavored tortilla chips, corn chips, and corn-based chips; dips, namely, salsa and salsa con queso in the nature of dipping sauces; cheese sauce; dipping sauces

Trademark	Image	Owner/Assignment Name	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Classes	Goods
ON THE BORDER MEXICAN GRILL & CANTINA		OTB Acquisition LLC	United States of America	88386871	15-Apr-2019	5901963	05-Nov-2019	Registered	29 Int., 30 Int.	29 Int. Dips; snack dips; snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; dips, namely, salsa and salsa con queso in the nature of dipping sauces; cheese sauce; dipping sauces
ON THE BORDER MEXICAN GRILL & CANTINA & Design		OTB Acquisition LLC	United States of America	88386876	15-Apr-2019	5901964	05-Nov-2019	Registered	29 Int., 30 Int.	29 Int. Dips; snack dips; snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; dips, namely, salsa and salsa con queso in the nature of dipping sauces; cheese sauce; dipping sauces
TASTE THE DIFFERENCE		OTB Acquisition LLC	United States of America	88411519	01-May-2019	5897190	29-Oct-2019	Registered	30 Int.	30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips
ON THE BORDER (Stylized)		OTB Acquisition LLC	United States of America	88411686	01-May-2019	5897192	29-Oct-2019	Registered	29 Int., 30 Int.	29 Int. Dips; snack dips; snack food dips; cheese in the form of dips; 30 Int. corn-based snack foods; chips, namely, tortilla chips, flavored tortilla chips, corn chips, and corn-based chips; dips, namely, salsa and salsa con queso in the nature of dipping sauces; cheese sauce; dipping sauces