

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636609

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900597426

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snak-King Corp.		02/08/2021	Corporation: 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: 7

Property Type	Number	Word Mark
Registration Number:	4762123	CHICAGO'S SNACK
Registration Number:	0807325	VITNER'S
Registration Number:	3226392	VITNER'S
Registration Number:	1557016	RIDGETTS
Registration Number:	1023872	PRIZE WINNING
Registration Number:	2005903	
Registration Number:	4806608	VITNER'S CHICAGO'S SNACK SINCE 1926

CORRESPONDENCE DATA

Fax Number:

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: 7325464161
 Email: bpolito@cozen.com
 Correspondent Name: Brianne L Polito
 Address Line 1: 3 World Trade Center
 Address Line 2: 175 Greenwich Street
 Address Line 4: NEW YORK, NEW YORK 10007

NAME OF SUBMITTER:	Brianne L. Polito
SIGNATURE:	/Brianne L. Polito/

DATE SIGNED:	04/02/2021
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) dated as of February 8, 2021 is entered into by Snak-King Corp., a Delaware corporation with a principal place of business at 16150 E. Stephens Street, City of Industry, CA 91745 (“Assignor”) 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 Assignor and Assignee is referred to herein as a “Party” and, collectively, as the “Parties”.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of January 10, 2021 (the “Purchase Agreement”) relating to the acquisition by Assignee of certain assets from Assignor, including the Acquired Intellectual Property. The Purchase Agreement provides that Assignor shall execute and deliver at the Closing an instrument of assignment transferring the Acquired Intellectual Property to Assignee. This Assignment is being executed pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Purchase Agreement. The following terms shall have the following meanings:
 - a. “Acquired Intellectual Property” means (i) the Intellectual Property Rights set forth on Schedule A; and (ii) all other Intellectual Property Rights owned or used or held for use by Assignor and relating exclusively to the Business, excluding the Excluded Assets (as defined in the Purchase Agreement).
 - b. “Affiliate” means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. The term “control” means (i) the possession, directly or indirectly, of the power to vote 50% or more of the securities or other equity interests of a Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, through the ownership of securities or membership or other ownership interests, by contract or otherwise.
 - c. “Business” means the business of (i) manufacturing, developing, distributing, marketing and selling the Products and (ii) purchasing snack food products from third-party vendors and then selling such snack food products from the Warehouses (as defined in the Purchase Agreement), in each case directly and through a network of direct store delivery routes.

- d. “Governmental Entity” means any federal, state, local, municipal or foreign (i) government, or (ii) governmental, quasi-governmental or self-regulatory body, instrumentality, agency, department or subdivision thereof exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority, including any court, tribunal, arbitral body, commission, administrative agency or quasi-governmental or private body exercising any regulatory or taxing authority thereunder.
- e. “Intellectual Property Rights” means all worldwide right, title and interest in and to all proprietary rights of every kind and nature pertaining to or deriving from any of the following, whether protected, created or arising under the Laws of the United States or any other jurisdiction: (i) foreign and domestic patents and patent applications (including reissuances, divisions, renewals, provisional applications, continuations, continuations in part, revisions, extensions, substitutions and reexaminations), and all inventions (whether patentable or not), invention disclosures, and improvements thereof (collectively, “Patents”); (ii) trademarks, service marks, trade names, trade dress, logos, slogans and all other devices used to identify any product, service, business or company, whether registered or unregistered or at common law, including all foreign and domestic applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing (collectively, “Marks”); (iii) Internet domain names (collectively, “Domain Names”) and any other Internet addresses, user names, and accounts, including social networking and social media accounts, pages, and online identities (and all goodwill associated with any of the foregoing, if any); (iv) copyrights, original works of authorship, and all databases and data collections (including sui generis or database rights), whether registered or unregistered, and including all applications, registrations and renewals of any such thing, and all moral rights and neighboring rights associated therewith (“Copyrights”); (v) trade secrets, know-how, source code, object code, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, recipes, manufacturing processes, customer and market lists, technical data, specifications, research and development information, technology and product roadmaps, data bases, all to the extent not generally known to the public, and other proprietary or confidential information (collectively, “Trade Secrets”); (vi) all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code or other readable code (collectively, “Software”); (vii) rights of publicity and rights of privacy; and (viii) all income, royalties, damages and payments due or payable as of the Effective Time or thereafter with respect to the foregoing (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world, and all copies and tangible embodiments thereof. Collectively, Patents, Marks, Domain Names, Copyrights, Trade Secrets and Software are referred to herein as “Intellectual Property.”

- f. “Law” means all laws, statutes, common law, treaties, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, policy statements, judgments, rulings, injunctions, writs, awards and decrees of, or issued or entered by, any Governmental Entity.
 - g. “Liens” means all mortgages, deeds of trust, liens, statutory liens, pledges, security interests, charges, claims, options, restrictions, rights of first refusal, covenants, easements, rights of way, title defects and encumbrances of any kind or nature whatsoever.
 - h. “Person” means an individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, Governmental Entity or any other entity of any kind or nature whatsoever.
2. Assignment of Acquired Intellectual Property. To the fullest extent permitted per applicable law, Assignor hereby sells, conveys, assigns and transfers to Assignee, its successors and assigns, free and clear of all Liens, all of Assignor’s rights, title, and interests in and to the Acquired Intellectual Property including, without limitation, all of Assignor’s rights of every kind and nature, tangible or intangible, in or to the Acquired Intellectual Property, including goodwill associated with any Marks comprising the Acquired Intellectual Property, choses in actions accruing on or after the date hereof, including the right (but not the obligation) to sue for and obtain damages, injunctive relief, and all other legal and equitable relief for infringement, dilution, misappropriation, violation, or misuse of the Acquired Intellectual Property on or after the date hereof, all rights of Assignor accruing in or to any and all of the Acquired Intellectual Property anywhere in the world under any law, international treaty, or convention, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to any and all of the foregoing (collectively, the “Associated Rights”).
3. Assignment of Trademarks. Without limiting the generality of Section 2 of this Assignment, 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 Marks comprising the Acquired Intellectual Property (the “Assigned Trademarks”) and any and all goodwill associated therewith, which Marks are identified on Schedule A-1 and any associated applications or registrations, and all Associated Rights therein.
- a. Assignor hereby acknowledges and agrees that, as between the Parties, from and after the date hereof, Assignee shall be the exclusive owner of the Assigned Trademarks.
 - b. 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.
 - c. Assignor assigns the applications and registrations marked “Dead” on Schedule A-1 on an “as is” basis in the jurisdiction indicated and without any

representations and warranties, express or implied, including without limitation any representation and warranty of exclusive ownership or noninfringement in such indicated jurisdiction.

4. Domain Name and Social Media Accounts. Without limiting the generality of Section 2 of this Assignment, Assignor hereby (a) sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, free and clear of all Liens, the Domain Names set forth in Schedule A-2 and all Associated Rights, and any of Assignor's rights with respect to administration and hosting such Domain Names; and (b) irrevocably assigns, transfers, and surrenders to Assignee exclusive and full control of the Transferred Social Media Accounts identified on Schedule B (collectively, (a) and (b) the "Transferred Domain Names and Social Media Accounts").
 - i. Within ten (10) business days of this Assignment, Assignor shall execute all documents, papers, forms, and authorizations, and take such other actions as may be necessary (including, without limitation, providing Assignee with password and login information) to effectuate transfer of ownership and control of the Transferred Domain Names and Social Media Accounts to and by Assignee. The Transferred Domain Names and Social Media Accounts will be deemed transferred when Assignee has administrative and technical access thereto and the right to use and access the same, and, with respect to the VITNERS.COM Domain Name, sole control over where such Domain Name points.
5. Copyrights. Without limiting the generality of Section 2 of this Assignment, 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 Copyrights comprising the Acquired Intellectual Property, including without limitation the Copyrights identified in Schedule A-3 and all Associated Rights.
6. Recordal. 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 the Acquired Intellectual Property, as applicable, and hereby consents to such recordal (including the recordation of this Assignment).
7. Purchase Agreement Governs. The Acquired Intellectual Property is being transferred by Assignor 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, control, and prevail.
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.

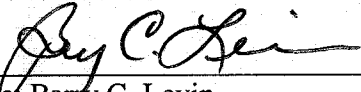
9. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
10. Governing Law. This Assignment shall be governed and interpreted under the Laws of the State of Delaware without giving effect to any choice of law principles.

[signature page follows]

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

ASSIGNOR

SNAK-KING CORP.

By: 
Name: Barry C. Levin
Title: Chief Executive Officer

ASSIGNEE

UTZ QUALITY FOODS, LLC

By: _____
Name: Dylan Lissette
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

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

ASSIGNOR

SNAK-KING CORP.

By: _____

Name: Barry C. Levin

Title: Chief Executive Officer

ASSIGNEE

UTZ QUALITY FOODS, LLC

By: Dylan Lissette _____

Name: Dylan Lissette

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

Identified Acquired Intellectual Property

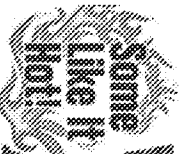
Schedule A-1

MARKS

Registered Marks

Mark	App No.	App Date	Reg. No	Reg Date	Jurisdiction	Owner	Status
CHICAGO'S SNACK	86/321,765	26-Jun-14	4762123	23-Jun-15	United States	Snak-King Corp. (Del)	Active- Supp.
CHICAGO'S SNACK	1692315	3-Sep-14			Canada	Snak-King Corp. (Del)	Dead
VITNER'S	72202526	23-Sep-64	807325	19-Apr-66	United States	Snak-King Corp. (Del)	Active
VITNER'S	76/646,760	14-Sep-05	3226392	10-Apr-07	United States	Snak-King Corp. (Del)	Active
RIDGETTS	73/744,462	5-Aug-88	1557016	19-Sep-89	United States	Snak-King Corp. (Del)	Active
PRIZE WINNING and Design	73/047,566	24-Mar-75	1023872	28-Oct-75	United States	Snak-King Corp. (Del)	Dead
Design	74/716,640	15-Aug-95	2005903	8-Oct-96	United States	Snak-King Corp. (Del)	Dead
VITNER'S CHICAGO'S SNACK SINCE 1926 and Design	86/323,965	30-Jun-14	4806608	8-Sep-15	United States	Snak-King Corp. (Del)	Active
VITNER'S CHICAGO'S SNACK SINCE 1926 and Design	1692316	3-Sep-14	TMAA931727	15-Mar-16	Canada	Snak-King Corp. (Del)	Active

Unregistered Marks



- SOME LIKE IT HOT! and Design
- JALA-PENO and Design

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