

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658506

<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>
Great Lakes Festida Holdings, Inc.		06/07/2021	Corporation: MICHIGAN
<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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2630260	FESTIDA	
<b>Registration Number:</b>	1772510	FESTIDA	
<b>Serial Number:</b>	75327446	GREAT LAKES SNACKS	
<b>Serial Number:</b>	75482415	GREAT LAKES SNACKS	
<b>Serial Number:</b>	75482640	GREAT LAKES SNACKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2128832229		
<b>Email:</b>	bpolito@cozen.com		
<b>Correspondent Name:</b>	Brienne Polito		
<b>Address Line 1:</b>	3 WTC, 175 Greenwich Street 55th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10007		
<b>NAME OF SUBMITTER:</b>	Brienne L. Polito		
<b>SIGNATURE:</b>	/Brienne L. Polito/		
<b>DATE SIGNED:</b>	07/07/2021		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (“Assignment”), dated as of June 7, 2021, is between Great Lakes Festida Holdings, Inc. (successor in interest by merger with Festida Foods, Ltd.), a Michigan corporation with a principal place of business at 219 Canton SW, Suite A, Grand Rapids, MI, 49507 (“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”). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

**BACKGROUND**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 10, 2021, among Assignor, 219 Canton Street, LLC, certain owners of Assignor and 219 Canton Street, LLC, Assignee, Festida Real Estate Holdings, LLC and Festida, as the Seller Representative (the “Purchase Agreement”), relating to the acquisition by Assignee of certain assets from Assignor and 219 Canton Street, LLC, including all Business Intellectual Property Rights and tangible embodiments thereof.

WHEREAS, the Purchase Agreement provides that Assignor and Assignee shall execute and deliver at the Closing an assignment of intellectual property rights. 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 in consideration of and pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

**AGREEMENT**

1. Assignment of Acquired Intellectual Property. Assignor agrees to, and hereby irrevocably does, sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, in each case free and clear of all Liens, all right, title, and interest in and to all Business Intellectual Property Rights, including, without limitation, all Intellectual Property Rights owned, licensed, or used by Assignor and related to, desirable for or necessary to the operation of the Business or ownership of the Acquired Assets (collectively, the “Acquired Intellectual Property”), including, without limitation, all rights of every kind and nature, tangible or intangible, in or to the Acquired Intellectual Property, including choses in actions (whether accruing before, 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 past, present, and future infringement, dilution, misappropriation, violation, or misuse of the Acquired Intellectual Property, 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”).

2. Assignment of Trademarks. Without limiting the generality of Section 1 of this Assignment, Assignor agrees to, and hereby irrevocably does, sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, in each case free and clear of all Liens, all right, title, and interest in and to any and all Marks comprising the Acquired Intellectual Property (the "Assigned Trademarks"), and any and all goodwill associated therewith or symbolized thereby, including without limitation the Marks identified in Schedule A and any associated applications or registrations, and all Associated Rights therein.
  - a. Assignor hereby acknowledges and agrees that 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.
3. Domain Name. Without limiting the generality of Section 1 of this Assignment, Assignor agrees to, and hereby irrevocably does, sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, in each case free and clear of all Liens, all right, title, and interest in and to any and all Domain Names comprising the Acquired Intellectual Property, 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 therein, and any rights with respect to administration and hosting.
  - a. Within ten (10) days of this Assignment or otherwise before the Closing Date of the Purchase Agreement, Assignor 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 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.
4. Copyrights. Without limiting the generality of Section 1 of this Assignment, Assignor agrees to, and hereby irrevocably does, sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, in each case free and clear of all Liens, all right, title, and interest in and to any and all Copyrights comprising the Acquired Intellectual Property, including without limitation the Copyrights identified in Schedule C and all Associated Rights therein.
5. 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 Assignor hereby consents to such recordal (including the recordation of this Assignment).


6. Purchase Agreement Governs. This Assignment is made subject to the provisions of the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any Ancillary Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.
7. Amendments. This Assignment may not be amended, modified or supplemented except by a written agreement signed by Assignor and Assignee.
8. Assignment. This Assignment may not be assigned by operation of Law or otherwise without the express written consent of Assignor, on the one hand, and Assignee, on the other hand, (which consent may be granted or withheld in the sole discretion of Assignor or Assignee), as the case may be; provided, however, that Assignee may assign this Assignment and any or all of its rights or obligations hereunder to one or more Affiliates of Assignee, to any purchaser of Assignee or any of its material assets and, for collateral security purposes, to any lender providing financing to Assignee and all extensions, renewals, replacements, refinancings and refundings thereof in whole or in part, in each such case without the consent of Assignor. Any attempted assignment in violation of this Section shall be null and void.
9. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or pdf transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[Signature Page Follows]*

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

**ASSIGNOR:**

GREAT LAKES FESTIDA HOLDINGS, INC.  
(SUCCESSOR IN INTEREST BY MERGER  
WITH FESTIDA FOODS, LTD.)

By:   
Name: Kyle L. Curtiss  
Title: President

**ASSIGNEE:**

UTZ QUALITY FOODS, LLC

By: \_\_\_\_\_  
Name: Dylan B. Lissette  
Title: Chief Executive Officer

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

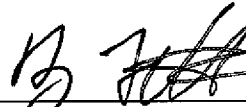
**ASSIGNOR:**

GREAT LAKES FESTIDA HOLDINGS, INC.  
(SUCCESSOR IN INTEREST BY MERGER  
WITH FESTIDA FOODS, LTD.)

By: \_\_\_\_\_  
Name: Kyle L. Curtiss  
Title: President

**ASSIGNEE:**

UTZ QUALITY FOODS, LLC

By:  \_\_\_\_\_  
Name: Dylan B. Lissette  
Title: Chief Executive Officer

**SCHEDULE A**  
**Marks**

The common law, unregistered mark: FESTIDA FOODS

The following registered marks and applications:

<b>Mark</b>	<b>Reg. No./Serial No.</b>	<b>Status</b>
FESTIDA	2630260/76158349	Live
FESTIDA	1772510/74212998	Dead
GREAT LAKES SNACKS	75327446	Abandoned
GREAT LAKES SNACKS	75482415	Abandoned
GREAT LAKES SNACKS	75482640	Abandoned



**SCHEDULE B**  
**Domain Names**

Festidafoods.com

**SCHEDULE C**  
**Copyrights**

Assignor owns no registered Copyrights.

Unregistered copyrights in the Assignor's website, product packaging materials,  
and images on its social media accounts.