

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Popcorn, LLC		11/30/2022	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	Coda Manufacturing, LLC		
Street Address:	12500 West Creek Parkway		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23238		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97495474	HAPPY PLACE SNACKS	
Serial Number:	97633377	PREFERRED SNACKS	
Serial Number:	97633325	PREFERRED SNACKS	
Registration Number:	0758522	DYNAMITE POP CORN	
Registration Number:	4612478	PREFERRED POPCORN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8045100638		
Email:	chris@threshold.cc		
Correspondent Name:	Christopher E. Gatewood		
Address Line 1:	1905 Huguenot Road, Suite 200		
Address Line 4:	Richmond, VIRGINIA 23235		
NAME OF SUBMITTER:	Christopher E. Gatewood		
SIGNATURE:	/Christopher E. Gatewood/		
DATE SIGNED:	12/07/2022		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of November 30, 2022, by and between Preferred Popcorn, L.L.C., a Nebraska limited liability company (“Assignor”), and Coda Manufacturing, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the lawful owner of the trademarks and trademark applications set forth on Exhibit A attached hereto (collectively, the “Assigned Marks”).

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignor has agreed to assign, transfer, deliver and convey to Assignee all legal and beneficial right, title and interest in and to the Assigned Marks, and all goodwill associated therewith or symbolized thereby.

WHEREAS, Assignee is a successor to the business of Assignor to which the Assigned Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells and conveys to Assignee, free and clear of any encumbrances, and its successors and assigns, and Assignee hereby accepts, free and clear of any encumbrances, Assignor’s entire right, title and interest in and to the Assigned Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with (a) the right to prosecute, register, maintain and defend the Assigned Marks before any public or private agency, office or registrar; (b) the right, if any, to claim priority based on the filing dates of any Assigned Marks under the laws of any jurisdiction and/or under international conventions or treaties; (c) the rights to all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Assigned Marks, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation; (d) all rights to collect income, royalties, damages and other payments now or hereafter due or payable under or on account of the Assigned Marks; (e) the right to fully and entirely stand in place of Assignor in all matters related thereto and (f) all other rights corresponding thereto throughout the respective countries where Assignor holds rights in any of the Assigned Marks.

2. Further Assurance. Assignor will, at its own expense, take all actions and execute and deliver all documents that are reasonably necessary or otherwise reasonably requested by Assignee, its successors, legal representatives and/or assigns to give effect to the terms of this Assignment and to perfect Assignee’s title in and to the Assigned Marks.

3. Recordation. Assignor authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in

any applicable foreign countries or multinational authorities, to record Assignee as the assignee and 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 Assignment.

4. Governing Law. This Assignment will be governed by the laws of the State of Delaware.

5. General Provisions. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail will be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

* * * * *

ASSIGNEE:

CODA MANUFACTURING, LLC

By 




Name: Patrick Hagerty

Title: Chairman and Vice President


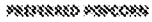

[Signature Page to Trademark Assignment]


TRADEMARK
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EXHIBIT A
ASSIGNED MARKS

Country	Mark/Name	Full Goods/Services	Status/ Status Date	Disclaimer	App. No./Reg. No.	Reg. Date
China	<u>PREFERRED POPCORN PICKED TO BE THE BEST</u> 	Class 30: Valley flour food , Maize flakes , Frozen corn , Snack foods based on cereal , Maize [roasted] , Corn (Pop -), maize slurry , Flakes (Maize -) , Cereal preparations	Registered		RN: 11759411 AN: 11759411-30	April 14, 2017
China	<u>SLIM POP</u> 	Class 30: Corn (Pop -)	Registered		RN: 16713333 AN: 16713333-30	January 7, 2017
India	<u>PREFERRED POPCORN</u>	Class 30: ready to eat popcorn and microwave popcorn (Int'l Class: 31) raw popcorn	Objection pending		AN: 2761155	
India	<u>SLIM POP and Design</u> 	Class 30: ready to eat popcorn.	Registered		RN: 2761156 AN: 2761156	August 28, 2016
India	<u>SLIM POP</u>	Class 30: ready to eat popcorn	Registered		AN: 2761157	March 25, 2019
Mexico	<u>PREFERRED MIX</u>	Class 30: popcorn covered in caramel and cheese mix ready to eat.	Registered		RN: 1427623 AN: M1413432	January 20, 2014
Mexico	<u>PREFERRED POPCORN</u>	Class 31: unprocessed corn for popcorn (raw seeds).	Registered		RN: 1427619 AN: M1413426	January 20, 2014

Country	Mark/Name	Full Goods/Services	Status/ Status Date	Disclaimer	App. No./Reg. No.	Reg. Date
Mexico	<u>PREFERRED POPCORN</u>	Class 30: popcorn ready to eat and corn popcorn for the microwave.	Registered		RN: 1427618 AN: M1413425	January 20, 2014
Mexico	<u>PREFERRED POPCORN DE MEXICO</u>	Class 31: unprocessed corn for popcorn (raw seed).	Registered		RN: 1427621 AN: M1413429	January 20, 2014
Mexico	<u>PREFERRED POPCORN DE MEXICO</u>	Class 30: popcorn ready to eat and corn popcorn for the microwave.	Registered		RN: 1427620 AN: M1413427	January 20, 2014
Mexico	<u>PREFERRED POPCORN PICKED TO BE THE BEST and Design</u> 	Class 31: unprocessed corn for popcorn (raw seed).	Registered		RN: 1461434 AN: M1413422	June 11, 2014
Mexico	<u>PREFERRED POPCORN PICKED TO BE THE BEST and Design</u> 	Class 30: popcorn ready to eat and corn popcorn for the microwave.	Registered		RN: 1447615 AN: M1413423	April 21, 2014
Mexico	<u>SLIM POP</u>	Class 30: Healthy corn popcorn ready to eat.	Registered		RN: 1427622 AN: M1413431	January 20, 2014

Country	Mark/Name	Full Goods/Services	Status/ Status Date	Disclaimer	App. No./Reg. No.	Reg. Date
Mexico	<u>SLIM POP and Design</u> 	Class 30: Healthy corn popcorn ready to eat.	Registered	Spanish: ®	RN: 1495421 AN: M1502456	November 13, 2014
Nigeria	<u>PREFERRED POPCORN</u> 	Class 30: Microwave and ready-to eat popcorn, coffee, tea, cocoa, sugar, rice tapioca, sago, artificial coffee, floor and preparation made from cereals, bread, pastry and confectionary, ices; honey, treacle; yeast , backing-power salt, mustard; vinegar, sauces (condiments) spice ice.	Published		AN: F/TM/O/2015/62565	
U.S.	<u>HAPPY PLACE SNACKS</u>	Class 30: Microwave popcorn; Popped popcorn; Ready-to-eat popcorn	Pending Application July 27, 2022 Office Status: Not Assigned to Examiner		SN: 97495474	
U.S.	 Preferred SNACKS	Class 30: Popped popcorn; Ready-to- eat popcorn	Pending Application October 18, 2022 Office Status: Not Assigned to Examiner		SN: 97633377	
U.S.	<u>PREFERRED SNACKS</u>	Class 30: Popped popcorn; Ready-to- eat popcorn	Pending Application October 18, 2022 Office Status: Not Assigned to Examiner		SN: 97633325	
U.S.	<u>DYNAMITE POP CORN and Design</u>	Class 30: Popcorn in Its Natural State	Renewed	"POP CORN"	RN: 0758522 SN: 72154078	October 15, 1963

Country	Mark/Name	Full Goods/Services	Status/ Status Date	Disclaimer	App. No./Reg. No.	Reg. Date
			February 23, 2013 Office Status: Registered and Renewed			
U.S.	<u>PREFERRED POPCORN</u>	Class 30: microwave and ready-to eat popcorn Class 31: raw popcorn	Registered November 15, 2019 Office Status: Section 8 & 15-Accepted and Acknowledged	"POPCORN"	RN: 4612478 SN: 86058117	September 30, 2014