

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snyder's-Lance, Inc.		05/29/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Oz Holdings LLC		
Street Address:	100 Northfield Street		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3455993	COCOA ROAST	
Registration Number:	5527704	COCOA ROAST	
Registration Number:	5519522	EMERALD	
Registration Number:	0728907	EMERALD	
Registration Number:	3765476	EMERALD	
Registration Number:	0639432	EMERALD	
Registration Number:	3498270	EMERALD COCOA ROAST	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	127095.00006		
NAME OF SUBMITTER:	Daniel Reinke		
SIGNATURE:	/Daniel Reinke/		

CH \$190.00 3455993

DATE SIGNED:

07/11/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”) is made and entered into as of May 29, 2023 (“Effective Date”) by and between Snyder’s-Lance, Inc., a North Carolina corporation (“Assignor”), and Oz Holdings LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or the Bill of Sale, as applicable (in each case, as hereinafter defined).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May 10, 2023 (as amended or otherwise modified from time to time in accordance with its terms, the “Agreement”), by and between Seller and Buyer, Seller shall sell, assign, transfer, convey and deliver to Buyer all of Seller’s right, title and interest as of the Closing Date in and to the Purchased Assets, including the Assigned Trademarks (as defined below) and the Assigned Domain Names (as defined below) of Seller; and

WHEREAS, pursuant to that certain Bill of Sale, dated as of May 29, 2023 (as amended or otherwise modified from time to time in accordance with its terms, the “Bill of Sale”), by and between Seller and Buyer, Seller Transferred to Buyer the entirety of Seller’s right, title and interest in, to and under the Purchased Assets, including the Assigned IP (as hereinafter defined), free and clear of all Liens (other than Permitted Liens), and Buyer accepted the Transfer from Seller of all of Seller’s rights, title and interests in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned IP. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee Assignor’s entire right, title and interest in, to and under, in all jurisdictions, (a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof (the “Assigned Trademarks”), including all common law rights there in or related thereto, and together with the goodwill of the business symbolized by the Assigned Trademarks, (b) the domain name registrations set forth in Schedule B hereto, including the current registrations thereof (the “Assigned Domain Names”), (c) all other rights of any kind whatsoever of the Assignors accruing under the Assigned Trademarks and the Assigned Domain Names provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all rights to apply for and obtain registrations thereof and (d) all claims, losses, or rights of recovery, including the right to assert, file or maintain any action, claim or proceeding at law or in equity, arising from or relating to any infringement, misappropriation, dilution, unauthorized use or other violation of any of the Assigned Trademarks or the Assigned Domain Names accruing or occurring at any time prior to, on or after the Closing Date and to all damages, monies and proceeds therefrom (collectively, with respect to the Assigned Trademarks, the “Assigned Trademark Rights,” with respect to the Assigned Domain Names, the “Assigned Domain Rights,” and collectively, the “Assigned IP Rights”). Assignee shall hold the Assigned IP Rights for its and its successors’ and assigns’ enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Each of the parties hereto agrees to, upon the other party's reasonable request, execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee.

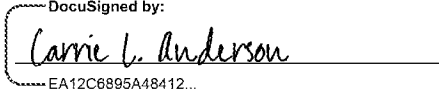
3. Subject to the Agreement. Nothing contained herein shall in any way modify the Agreement. Assignor and Assignee hereby acknowledge and agree that any representations, warranties, covenants, indemnities, limitations and other terms contained in the Agreement shall not be superseded or expanded hereby and shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

4. General Provisions. Section 10.1 (*Notice*), Section 10.2 (*Amendment; Waiver*), Section 10.3 (*No Assignment or Benefit to Third Parties*), Section 10.4 (*Entire Agreement; Inconsistency*), Section 10.8 (*Governing Law; Submission to Jurisdiction; Selection of Forum*), Section 10.9 (*Waiver of Jury Trial*), Section 10.10 (*Counterparts*) and Section 10.12 (*Severability*) of the Agreement are each hereby incorporated by reference *mutatis mutandis*.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Intellectual Property Assignment to be duly executed by its authorized representative as of the date first set forth above.

SNYDER'S-LANCE, INC.

By:  EA12C6895A48412...

Name: Carrie L. Anderson

Title: Executive Vice President and Chief Financial Officer

OZ HOLDINGS LLC

By: DocuSigned by:
Harry Overly
Name: Harry Overly
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

Schedule A

Assigned Trademarks

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>DATE FILED</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
EMERALD & Design (Shamrock)	Australia	195659	30-Jun-1965	195659	30-Jun-1965
EMERALD & Design (Shamrock)	Bermuda	6674	17-Dec-1970	6674	18-Dec-1970
EMERALD	Canada	1,252,709	01-Apr-2005	TMA769,240	09-Jun-2010
EMERALD & Design (Hexagon in Color)	Canada	1,634,829	11-Jul-2013	TMA904,554	26-May-2015
EMERALD OF CALIFORNIA & Design (Black Octagon W/Sunrays)	Canada	1,252,708	01-Apr-2005	TMA721,090	15-Aug-2008
EMERALD	China (People's Republic)	16281224	02-Feb-2015	16281224	21-Mar-2017
EMERALD & Design (Hexagon in Color)	Costa Rica	2006-11027	28-Nov-2006	196441	16-Nov-2009
EMERALD & Design (Shamrock)	Curacao	7926	22-Dec-1970	7246	22-Dec-1970
EMERALD	European Union (Community)	004306098	23-Feb-2005	004306098	28-Mar-2006
EMERALD & Design (Hexagon in Color)	European Union (Community)	IR1079721	28-Apr-2011	IR1079721	28-Apr-2011
EMERALD & Design (Shamrock)	France	79/97	07-Jul-1965	1650048	21-May-1990

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>DATE FILED</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
EMERALD & Design (Shamrock)	Guatemala	1970/9113	26-Aug-1970	23683	20-Jul-1971
EMERALD & Design (Cut Diamond)	Guyana	n/a	24-Nov-1933	9022C	28-Feb-1973
EMERALD	Hong Kong	300962262	27-Sep-2007	300962262	14-Jul-2008
EMERALD & Design (Hexagon in Color)	Int'l Registration - Madrid Protocol Only	1079721	28-Apr-2011	1079721	28-Apr-2011
EMERALD & Design (Hexagon in Color)	Japan	2007-109360	25-Oct-2007	5438836	16-Sep-2011
EMERALD	Korea, Republic of	40-2007-50193	27-Sep-2007	40-756344	07-Aug-2008
EMERALD & Design (Shamrock - Latin and Arabic)	Kuwait	12475	30-Aug-1980	11588	30-Aug-1980
EMERALD & Design (Shamrock - Background Clear)	Nicaragua	24206	08-Jan-1971	24206	02-Apr-1971
EMERALD	Norway	200603739	07-Apr-2006	235269	03-Oct-2006
EMERALD	Panama	158302-01	15-Jan-2007	158302	15-Jan-2007
EMERALD & Design (Hexagon)	Peru	372262	03-Nov-2008	155392	04-Aug-2009
EMERALD & Design (Shamrock With Arabic)	Qatar	733	07-Mar-1981	733	23-May-1985
EMERALD & Design (Shamrock)	St. Maarten	7926	22-Dec-1970	06054	22-Dec-1970

Schedule A-2

TRADEMARK
REEL: 008129 FRAME: 0234

<u>MARK</u>	<u>COUNTRY</u>	<u>APP. NO.</u>	<u>DATE FILED</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
EMERALD & Design (Shamrock)	Suriname	n/a	24-Dec-1971	7488	24-Dec-1971
EMERALD	Taiwan	65008303	24-Sep-1976	88080	01-Mar-1977
EMERALD	United Kingdom	UK00904306098	23-Feb-2005	UK00904306098	28-Mar-2006
EMERALD & Design (Cut Diamond)	United Kingdom	UK00000546468	24-Nov-1933	UK00000546468	21-Jun-1934
EMERALD & Design (Hexagon in Color)	United Kingdom	UK00801079721	28-Apr-2011	UK00801079721	28-Apr-2011
COCOA ROAST	United States	77/333,563	19-Nov-2007	3,455,993	24-Jun-2008
COCOA ROAST	United States	87/489,709	14-Jun-2017	5,527,704	31-Jul-2018
EMERALD	United States	87/726,566	19-Dec-2017	5,519,522	17-Jul-2018
EMERALD	United States	72/102,104	05-Aug-1960	728,907	20-Mar-1962
EMERALD & Design (Hexagon in Color)	United States	78/754,524	15-Nov-2005	3,765,476	23-Mar-2010
EMERALD (Stylized)	United States	72/003,736	02-Mar-1956	639,432	01-Jan-1957
EMERALD COCOA ROAST	United States	77/333,559	19-Nov-1997	3,498,270	09-Sep-2008
EMERALD & Design (Cut Diamond)	Uruguay	406100	23-Feb-1938	406100	23-Feb-1938

Schedule B

Assigned Domain Names

1. emerald-snacks.com
2. emeraldsnack.com
3. emerald-snack.com
4. emeraldsnacks.com
5. emeraldnuts.com
6. emeraldnuts.org
7. emeraldnut.info
8. emeraldnuts.net
9. emeraldnuts.info
10. emeraldnut.org
11. emeraldnuts.us
12. emeraldnut.biz
13. emeraldnut.com
14. emeraldnuts.biz
15. emeraldnut.us