

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hershey Salty Snacks Sales Company	FORMERLY Amplify Snack Brands, Inc.	09/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Hershey Salty Snacks Company		
Street Address:	19 East Chocolate Avenue		
City:	Hershey		
State/Country:	PENNSYLVANIA		
Postal Code:	17033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6086825	BLACK MAGIC	
Registration Number:	5382139	LOTSO NACHO	
Registration Number:	2018855	PIRATE'S BOOTY	
Registration Number:	5481624	· PIRATE'S BOOTY ·	
Registration Number:	1841453	SMART PUFFS	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	404-815-6500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Barbara Yates, Paralegal		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
ATTORNEY DOCKET NUMBER:	1409527		
NAME OF SUBMITTER:	Barbara Yates		
SIGNATURE:	/Barbara Yates/		
DATE SIGNED:	09/29/2023		

OP \$140.00 6086825

Total Attachments: 3

source=Trademark Assignment from The Hershey Salty Snacks Sales Company to The Hershey Salty Snacks Company#page1.tif

source=Trademark Assignment from The Hershey Salty Snacks Sales Company to The Hershey Salty Snacks Company#page2.tif

source=Trademark Assignment from The Hershey Salty Snacks Sales Company to The Hershey Salty Snacks Company#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the date last signed below (the “Effective Date”), and is made by and between The Hershey Salty Snacks Sales Company, a Delaware corporation, having its principal place of business at 19 East Chocolate Avenue, Hershey, Pennsylvania 17033 (the “Assignor”), and The Hershey Salty Snacks Company, a Delaware corporation, having its principal place of business at 19 East Chocolate Avenue, Hershey, Pennsylvania 17033 (the “Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and registrations identified in the attached Schedule A, including the applications related thereto and all associated common law trademarks and trade name rights (hereinafter the “Trademarks”);

WHEREAS, Assignee wishes to acquire ownership of and all right, title and interest in and to the Trademarks, the goodwill symbolized thereby, and any registrations, applications, common law, trade name rights therefor, and any copyrighted works embodied in designs and logos comprised of the Trademarks, if any.

WHEREAS, Assignor previously acquired ownership and all right, title, and interest to certain Trademarks from B&G Foods North America, Inc. on October 17, 2018;

WHEREAS, Assignor was formerly known as Amplify Snack Brands and changed its name to The Hershey Salty Snacks Sales Company, effective July 26, 2023, by filing a Certificate of Amendment of Amended and Restated Certificate of Incorporation of Amplify Snack Brands, Inc. with the Delaware Secretary of State.

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

1. Assignment of Trademarks. Assignor hereby assigns, grants, transfers, conveys, and delivers exclusively to Assignee and Assignee hereby acquires from Assignor ownership and all of Assignor’s rights, title, and interests in and to the Trademarks, the goodwill symbolized thereby, any applications and registrations related thereto and all associated common law rights, and the right to claim any applicable priority rights arising from the Trademarks. All rights to the Trademarks, including, without limitation, the right to sue for any damages and other remedies in respect of any infringement of the Trademarks, which may have occurred prior to the date of this Trademarks Assignment, shall be the sole property of Assignee and inure to the benefit of Assignee. Assignor further agrees that all records of Assignor necessary to establish priority of the use of any of the Trademarks will be made available at no additional charge to Assignee, in the event such records are needed in connection with the assigned the Trademarks.

2. Further Assurances. Assignor hereby agrees without any additional consideration therefor to sign all documents, make all assignments and declarations, and generally do

everything possible to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for said Trademarks.

3. Successors and Assigns. The terms and provisions of this Trademark Assignment and the respective rights and obligations of the parties hereunder shall be binding upon the parties and inure to the benefit of their respective successors and assigns.

4. Recordings. An executed copy of this Trademark Assignment may be filed with the appropriate national trademark office by Assignee or Assignor at any time.

5. Execution. This Trademark Assignment may be executed by e-mail and in counterparts, which together will constitute one instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Assignment to be duly executed and become effective as of the Effective Date.

The Hershey Salty Snacks Sales Company

DocuSigned by:
By: Angela Wilson
9FEC74530C2413...

Name: Angela Wilson

Title: Assistant Secretary

Date: 9/27/2023

The Hershey Salty Snacks Company

DocuSigned by:
By: Shayon T. Smith
E8694CA4CBCD428...

Name: Shayon T. Smith


Title: Assistant Secretary

Date: 9/26/2023

The Hershey Salty Snacks Sales Company

The Hershey Salty Snacks Company

SCHEDULE A

Mark	Country	App. No./ App. Date	Reg. No./Reg. Date	Registered Owner
PIRATE'S BOOTY	Mexico	1573009 Jan 30, 2015	1531289 Apr 21, 2015	Amplify Snack Brands, Inc.
PIRATE'S BOOTY	Mexico	1573011 Jan 30, 2015	1524585 Mar 25, 2015	Amplify Snack Brands, Inc.
BLACK MAGIC	United States of America	88419561 May 7, 2019	6086825 Jun 23, 2020	Amplify Snack Brands, Inc.
LOTSO NACHO	United States of America	87270478 Dec 15, 2016	5382139 Jan 16, 2018	Amplify Snack Brands, Inc.
PIRATE'S BOOTY	United States of America	74692554 Jun 23, 1995	2018855 Nov 26, 1996	Amplify Snack Brands, Inc.
PIRATE'S BOOTY & DESIGN 	United States of America	87006527 Apr 19, 2016	5481624 May 29, 2018	Amplify Snack Brands, Inc.
SMART PUFFS	United States of America	74354236 Feb 1, 1993	1841453 Jun 21, 1994	Amplify Snack Brands, Inc.
NUTRITION SHARED	Madrid (International) (TM)	1341648 Dec 2, 2016	1341648 Dec 2, 2016	Amplify Snack Brands, Inc.
NUTRITION SHARED	United Kingdom	00801341648 Dec 2, 2016	00801341648 Oct 3, 2017	Amplify Snack Brands, Inc.
PIRATE'S BOOTY	Australia	1679993 Mar 10, 2015	1679993 Oct 8, 2015	B&G Foods North America, Inc.
PIRATE'S BOOTY	Canada	1714016 Feb 5, 2015	TMA1002231 Aug 7, 2018	B&G Foods North America, Inc.
PIRATE'S BOOTY	European Union	013662598 Jan 22, 2015	013662598 May 19, 2015	B&G Foods North America, Inc.
PIRATE'S BOOTY	United Kingdom	00003090565 Jan 22, 2015	UK00003090565 Apr 10, 2015	B&G Foods North America, Inc.
PIRATE'S BOOTY	United Kingdom	013662598 Jan 22, 2015	UK00913662598 May 19, 2015	B&G Foods North America, Inc.