

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352658

<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>
SnacLite, LLC		06/25/2015	LIMITED LIABILITY COMPANY: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ready Roast Holding Company, LLC		
<b>Street Address:</b>	2805 Falcon Dr		
<b>City:</b>	Madera		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93637		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2946210	NATURALLY MORE	
<b>Registration Number:</b>	2844069	POWERBUTTER	
<b>Serial Number:</b>	78572109	POWERPB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5592286818		
<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>	5592288034		
<b>Email:</b>	mslater@powellandpool.com		
<b>Correspondent Name:</b>	MICHAEL P. SLATER		
<b>Address Line 1:</b>	7522 Colonial Ave., Suite 100		
<b>Address Line 4:</b>	Fresno, CALIFORNIA 93711		
<b>NAME OF SUBMITTER:</b>	Michael P. Slater		
<b>SIGNATURE:</b>	/Michael P. Slater/		
<b>DATE SIGNED:</b>	08/25/2015		
<b>Total Attachments: 2</b>			
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source=SnacLite Assignment#page2.tif			

OP \$90.00 2946210

**ASSIGNMENT OF MARKS AND GOODWILL**

THIS ASSIGNMENT OF MARKS AND GOODWILL is made effective as of the 25th day of June, 2015, by SNACLITE, LLC, an Alabama limited liability company ("Assignor"), to and in favor of READY ROAST HOLDING COMPANY, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, Timothy Petro and Michael Shannon are parties to that certain Agreement Regarding Strict Foreclosure of Certain Assets and Liquidation of Certain Assets, dated as of the date hereof (the "Strict Foreclosure Agreement"); and

WHEREAS, pursuant to the Strict Foreclosure Agreement, Assignor has agreed to convey and assign to Assignee all of Assignor's registered and unregistered trademarks, logos, designs, trade dress and labels utilized in connection with the production, marketing and sale of the Nut Butter Products (as defined therein), including, but not limited to, those marks set forth on Exhibit A attached hereto and made a part hereof, but excluding any mark that contains the name "SnacLite" (collectively, the "Trademarks"), together with the goodwill associated with the Nut Butter Products and which is symbolized by the Trademarks; and

WHEREAS, in connection with the closing under the Strict Foreclosure Agreement, Assignor desires to transfer, assign and convey to Assignee all of the Trademarks.


NOW, THEREFORE, Assignor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby transfer, assign and convey to Assignee, and Assignee hereby accepts the transfer, assignment and conveyance of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

This Assignment of Marks and Goodwill is given in furtherance of, and is subject to the terms, conditions, disclaimers and conditions contained in, the Strict Foreclosure Agreement. The terms of the Strict Foreclosure Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Trademarks and goodwill hereby conveyed, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Strict Foreclosure Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of Marks and Goodwill effective as of the date first above written.

  
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WITNESS

SNACLITE, LLC

By:   
\_\_\_\_\_  
Timothy Petro, Its Member and Manager

{BH260024.3}

**TRADEMARK**  
**REEL: 005608 FRAME: 0706**

**EXHIBIT A**

Description of Trademarks

- a. Naturally More
- b. Naturally More Peanut Butter
- c. Naturally More Almond Butter
- d. Simply More
- e. PowerButter
- f. PowerPB
- g. Any logos, designs and labels utilized in connection with the foregoing trademarks

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