

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intercontinental Great Brands LLC		10/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Back To Nature Foods Company, LLC		
Street Address:	10641 Airport Pulling Rd, N., Suite 26		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2897440	SNACKWELL'S	
Registration Number:	4094726	SNACKWELL'S	
Registration Number:	1813101	SNACKWELL'S	
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:	2027878220		
Email:	joanna.crosby@hklaw.com		
Correspondent Name:	Joanna Crosby		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Joanna D. Crosby		
SIGNATURE:	/joannadcrosby/		
DATE SIGNED:	10/06/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

This Intellectual Property Assignment and License Agreement, dated October 2, 2017, is made by and between **INTERCONTINENTAL GREAT BRANDS LLC**, a Delaware limited liability company, with a principal place of business at 100 Deforest Avenue, East Hanover, New Jersey 07936 (**IGB**"), and **BACK TO NATURE FOODS COMPANY, LLC**, a Delaware limited liability company, with a principal place of business at 10641 Airport Pulling Rd., N., Suite 26, Naples, FL 34109 (**BTN**) ("**Agreement**").

WHEREAS, pursuant to Section 5(e) of The Intellectual Property License between Assignor and Assignee, dated, December 29, 2013, ("The Intellectual Property License") IGB agreed to assign and transfer IGB's right, title and interest in all of the Trademarks, and all of the Sub-Brands that are exclusively related to the Business;

WHEREAS, BTN desires, and IGB agrees to provide to BTN, a license to certain proprietary manufacturing and production processes and know-how owned by IGB for the production of certain products as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

- (a) The words "Trademarks", "Sub-Brands", "Business", "Goods" and "Formula License" as used herein shall each have the same meaning set forth in The Intellectual Property License, except that, with respect to trademark applications and registrations the word "Trademarks" herein shall refer solely to the trademark applications and registration set forth in Schedule A herein.
- (b) "Co-Manufacturing Agreements" shall mean (i) the Manufacturing and Supply Agreement between Back to Nature Foods Company, LLC and Mondelez Global LLC dated as of February 5, 2014, as amended by the Amendment No. 1 to Manufacturing and Supply Agreement (Naperville) dated as of September 29, 2016; and (ii) the Manufacturing and Supply Agreement between Back to Nature Foods Company, LLC and Mondelez Global LLC dated as of November 1, 2015, as amended by the Amendment No. 1 to Manufacturing and Supply Agreement (East York) dated as of September 29, 2016 and the Amendment No. 2 to the Manufacturing and Supply Agreement (East York) dated as of August 12, 2017.

2. ASSIGNMENT

IGB hereby assigns to BTN all its right, title, and interest in the Trademarks, and all of the Sub-Brands that are exclusively related to the Business, including in each case:

- (a) any trademark applications and any registrations granted pursuant to any of the trademark applications;
- (b) any goodwill associated with such Trademarks and exclusive Sub-brands;
- (c) any rights to prosecute and maintain any trademark applications and any trademark registrations;
- (d) the right to bring, make, oppose, defend and appeal any proceedings, claims or actions and obtain relief (and to retain any damages recovered, settlement payments received and other proceeds therefrom) in respect of infringement, or any other cause of action arising from ownership, of any such Trademarks or exclusive Sub-Brands, whether occurring before, on, or after the date of this Agreement.

3. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; FORMULA LICENSE

- (a) BTN acknowledges that IGB does not make any representations or warranties whatsoever in this Agreement and that all warranties and representations in relation to the Trademarks and the exclusive Sub-Brands which are the subject of this Agreement are exclusively contained in and governed by Section 5(e) of The Intellectual Property License.
- (b) The Formula License set forth in Section 1(c) of the Intellectual Property License shall survive this Agreement and the assignment of rights to BTN hereunder. The parties shall retain all rights and obligations in the Formula License on the same terms and conditions described in that Section 1(c).

4. LICENSE.

IGB grants to BTN and the Acquired Subsidiaries (as defined in the EPA) a perpetual, non-exclusive, royalty-free, fully paid-up, license to use any proprietary manufacturing and production processes and know-how owned by IGB, to the extent that there is any, and used predominantly but not exclusively in the manufacture of the products listed and described in the Co-Manufacturing Agreements as manufactured by Mondelēz Global LLC for BTN and the Acquired Subsidiaries at the time of this Agreement, namely Harvest Whole Wheat Cracker – 12/8.5oz, SnackWell’s Crème Sandwich Cookies 12/7.75oz, SnackWell’s Crème Sandwich Cookies 4/12/1.7oz, SnackWell’s Fudge Pretzels 6/4.68oz, SnackWell’s Van. Crème Sandwich Food Svce. 5/12/4/1.7oz, SnackWell’s Chocolate Crème Sandwich Food Svce. 5/12/4/1.7oz and SnackWell’s Chocolate Crème Sandwich Food Svce. 4/12/4/1.7oz (but not including any such processes or know-how that are licensed to IGB by third parties) in the United States and

Canada. Such license will include the right to disclose such processes and know-how as reasonably necessary for the provision of manufacturing services for BTN and the Acquired Subsidiaries in the United States and Canada, subject to BTN and the Acquired Subsidiaries entering into customary confidentiality arrangements with any third party recipient thereof including at least equivalent protections for confidentiality as those under the EPA; provided, that such license will not include the right of BTN and the Acquired Subsidiaries to grant licenses or sublicenses with respect to such processes and know-how without obtaining the prior written consent of IGB. Notwithstanding the foregoing sentence, BTN and the Acquired Subsidiaries may, solely to the extent necessary for the operation of the business as currently conducted by BTN and the Acquired Subsidiaries, (i) assign the license granted in this Section 4 or grant sublicenses to any of their Affiliates (as defined in the EPA) without the prior written consent of IGB and (ii) assign the license, in whole or in part, in connection with the sale (whether by asset transaction, stock sale, merger or otherwise) to a third party of any material part of any business of BTN or any Acquired Subsidiaries or their Affiliates conditional upon the successor in title assuming all the obligations of BTN or any Acquired Subsidiaries or their Affiliates in relation to the processes and know-how licensed hereunder including obligations as to confidentiality, and provided that BTN or any Acquired Subsidiaries or their Affiliates provide notice to IGB of any such assignment. IGB may assign the license granted in this Section 4 to any of its Affiliates without the prior written consent of BTN or any Acquired Subsidiaries or their Affiliates.

5. GOVERNING LAW

This Agreement and any non-contractual or other obligations arising out of or in connection with it are governed by the laws of the State of New York, without regard to any conflicts of law provisions of the State of New York that would result in the application of the law of any other jurisdiction.

6. JURISDICTION

Any action or proceeding seeking to enforce any provision of, or arising out of or relating in any manner to, this Agreement must be brought against any of the parties in the state and federal located in Borough of Manhattan, New York, New York, and each of the parties consents to, and shall not challenge, the jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceedings and waives any objection to venue laid therein.

7. EXECUTION

The parties agree that this Agreement shall be formed and come into effect when each of the following has occurred in the following sequence: (1) first, BTN has executed and delivered a counterpart of this Agreement (which counterpart can be delivered electronically); and (2) second, the IGB has executed a counterpart of this Agreement. Each of the counterparts when executed is an original and all of which together evidence the same agreement.

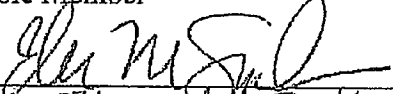
Each person who executes this Agreement on behalf of a party as an authorized signatory or under power of attorney declares that they are not aware of any fact or circumstance that might affect their authority to do so.

[Signature page follows]

Intercontinental Great Brands LLC

By: Intercontinental Brands LLC

Its: Sole Member

By: 

Name: Ellen M. Smith

Title: Assistant Secretary

Back To Nature Foods Company, LLC

By: _____

Name: Vincent V. Fantegrossi

Title: Chief Executive Officer

Intercontinental Great Brands LLC

By: Intercontinental Brands LLC

Its: Sole Member

By: _____

Name: _____

Title: _____

Back To Nature Foods Company, LLC

By: 

Name: Vincent V. Fantegrossi

Title: Chief Executive Officer

[Intellectual Property Assignment and License Agreement]

TRADEMARK
REEL: 006176 FRAME: 0715

Exhibit A

Country	Trademark	App. No.	Filing Date	Reg. No.
Austria	SNACKWELL'S	AM619094	06-Dec-94	156914
Botswana	SNACKWELL'S	M9900161	08-Mar-99	
Brazil	SNACKWELL'S	818212624	16-Jun-98	818212624
Canada	SNACKWELL'S	719899	05-Jan-93	TMA437945
Canada	SNACKWELL'S	779953	07-Apr-95	TMA491316
China	SNACKWELL'S	94136176	28-Dec-94	911392
Colombia	SNACKWELL'S	94059077	29-Dec-94	175325
Cuba	SNACKWELL'S	38895	20-Feb-95	122503
Denmark	SNACKWELL'S	VA19940860 9	07-Dec-94	VR199500968
Dominican Republic	SNACKWELL'S	99481		77186
El Salvador	SNACKWELL'S	477594	14-Jul-97	12758
European Union	SNACKWELL'S	013288097	22-Sep-14	013288097

Country	Trademark	App. No.	Filing Date	Reg. No.
(Community)				
Finland	SNACKWELL'S	T199406236	13-Dec-94	139735
France	SNACKWELL'S	94548106	07-Dec-94	94548106
Hong Kong	SNACKWELL'S	9504286	12-Apr-95	1998B02967
Ireland	SNACKWELL'S	947758	15-Dec-94	168579
Ireland	SNACKWELL'S	200401749	12-Aug-04	230297
Italy	SNACKWELL'S	MI95C00110 0	03-Feb-95	1638093
Japan	SNACKWELL'S	12584694	13-Dec-94	3327180
Latvia	SNACKWELL'S	M950007	03-Jan-95	M36284
Lithuania	SNACKWELL'S	950324	31-Jan-95	28447
Mexico	SNACKWELL'S	1286609	12-Jun-12	1321332
Poland	SNACKWELL'S	Z142610	20-Jan-95	R95496
Portugal	SNACKWELL'S	306392	06-Jan-95	306392
Romania	SNACKWELL'S	33659	31-Jan-95	23762
Spain	SNACKWELL'S	1940722	12-Jan-95	M1940722

Country	Trademark	App. No.	Filing Date	Reg. No.
Tunisia	SNACKWELL'S	EE950136	07-Feb-95	EE950136
United Kingdom	SNACKWELL'S	2004457	07-Dec-04	2004457
United Kingdom	SNACKWELL'S	2368376	16-Jul-04	2368376
United States of America	SNACKWELL'S	78320755	30-Oct-03	2897440
United States of America	SNACKWELL'S	85975993	18-Nov-10	4094726
United States of America	SNACKWELL'S	74801437	06-Nov-91	1813101
Venezuela	SNACKWELL'S	1686994	19-Dec-94	P237310

Unregistered exclusive sub-brand: LIVE WELL. SNACK WELL.