

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMM PEANUT BUTTER COMPANY (F/K/A CURT'S PEANUT BUTTER COMPANY)		12/15/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PEANUT BUTTER HOLDINGS LLC		
Doing Business As:	PB Crave		
Street Address:	15100 Business Pkwy		
Internal Address:	Rosemount		
City:	Rosemount		
State/Country:	MINNESOTA		
Postal Code:	55068		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4071782	PB CRAVE	
Registration Number:	4536900	PB CRAVE COOKIE NOOKIE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	12/28/2017		

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Total Attachments: 4

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 15, 2016, is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated December 15, 2016 (the "Purchase Agreement"), by and among (i) Sweet Harvest Foods Company, a Minnesota corporation ("SHF"), AMM Peanut Butter Company, a Minnesota corporation ("AMM"), Translucent Ingredients Company, a Minnesota corporation, and Victoria Real Estate Co., LLC, a Minnesota limited liability company ("Victoria", together with SHF, AMM and Translucent, the "Sellers"), (ii) Sweet Holdings LLC, a Delaware limited liability company ("Sweet Buyer"), Peanut Butter Holdings LLC, a Delaware limited liability company ("PBC Buyer"), and Sweet Real Estate LLC, a Delaware limited liability company ("Sweet RE Buyer" and, together with Sweet Buyer and PBC Buyer, the "Buyers") and (iii) Curt Riess, Darcy Riess and Austin Riess. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. Capitalized terms not otherwise defined herein, as the context requires, shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyers and Sellers hereby covenant and agree as follows:

BILL OF SALE

1. Pursuant to Section 2.1 of the Purchase Agreement, Sellers hereby sell, convey, assign, transfer and deliver to Buyer all of Sellers' right, title and interest as of the Closing Date in the Purchased Assets, collectively and individually, free and clear of all Liens other than Permitted Liens. Sellers will retain and not transfer, and Buyer will not purchase or acquire, the Excluded Assets.

ASSIGNMENT AND ASSUMPTION AGREEMENT

2. Assignment and Assumption. Pursuant to Section 2.2 of the Purchase Agreement, Sellers hereby assign, transfer, convey and deliver to Buyer, forever, all of Sellers' rights, titles and interests in and to, and obligations under, the Assumed Liabilities (the "Assignment"), and Buyer hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, all of the Assumed Liabilities.
3. Sellers' Representations. Sellers have full power and authority to enter into this Agreement and consummate the transactions contemplated hereby. This Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Sellers and this Agreement constitutes the legal, valid and binding obligation of Sellers, enforceable in accordance with its terms.
4. Buyer's Representations. Buyer has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby. This Agreement and the

consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Buyer and this Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

MISCELLANEOUS


5. Amendment. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
6. Purchase Agreement Controlling. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Sellers or Buyer contained in the Purchase Agreement.
7. Counterparts. The parties may execute this Agreement in counterparts (none of which need contain the signatures of the other parties), and via facsimile or email, all of which will be an original and all of which together will constitute one and the same instrument.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

* * * * *


The parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SELLERS:

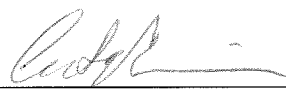
SWEET HARVEST FOODS COMPANY

By: 
Name: Curt Riess
Its: President


AMM PEANUT BUTTER COMPANY

By: 
Name: Curt Riess
Its: President

TRANSLUCENT INGREDIENTS COMPANY

By: 
Name: Curt Riess
Its: President

VICTORIA REAL ESTATE CO., LLC

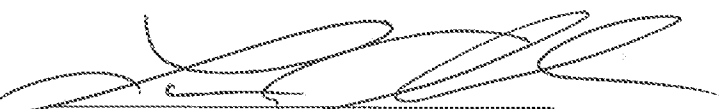
By: 
Name: Curt Riess
Its: Chief Manager

BUYERS:

SWEET HOLDINGS LLC

By: 
Name: Lance Chambers
Its: President and Chief Executive Officer

PEANUT BUTTER HOLDINGS LLC

By: 
Name: Lance Chambers
Its: President and Chief Executive Officer

SWEET REAL ESTATE LLC

By: 
Name: Lance Chambers
Its: President and Chief Executive Officer

Signature Page to Bill of Sale and Assignment and Assumption Agreement