

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM779558

<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>
Preferred Snacks, LLC		01/10/2023	Limited Liability Company: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coda Manufacturing, LLC		
<b>Street Address:</b>	12500 West Creek Parkway		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23238		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97495474	HAPPY PLACE SNACKS	
<b>Serial Number:</b>	97633377	PREFERRED SNACKS	
<b>Serial Number:</b>	97633325	PREFERRED SNACKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8045100638		
<b>Email:</b>	chris@threshold.cc		
<b>Correspondent Name:</b>	Christopher E. Gatewood		
<b>Address Line 1:</b>	1905 Huguenot Road, Suite 200		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23235		
<b>NAME OF SUBMITTER:</b>	Christopher E. Gatewood		
<b>SIGNATURE:</b>	/Christopher E. Gatewood/		
<b>DATE SIGNED:</b>	01/10/2023		
<b>Total Attachments: 2</b>			
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source=Preferred Snacks trademark assignment 3 SNs to Coda Manuf - 01 2023#page2.tif			

OP \$90.00 97495474

## Trademark Assignment

This Trademark Assignment ("Assignment") is made by and between Preferred Snacks, LLC, a Nebraska limited liability company ("Assignor"), and Coda Manufacturing, LLC a Delaware limited liability company, and its successors or assigns ("Assignee").

### Recitals

Whereas, Assignor has rights in certain trademark assets that are useful to Assignee, as listed on Exhibit A hereto (the "PS Marks");

Whereas, Assignee desires to acquire the entire right, title and interest in and to the PS Marks; and Assignor desires to transfer its rights and claims in the PS Marks to Assignee.

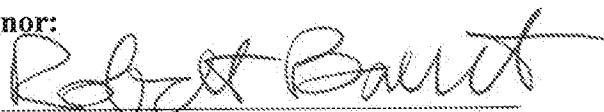
1. **Assignment.** Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys Assignor's entire right, title and interest in and to the PS Marks to Assignee, together with the goodwill of the business symbolized thereby and including all common law trademark, service mark and trade name rights in the PS Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. **Representation and Warranty.** Assignor warrants and represents to Assignee that Assignor has full and unencumbered legal and equitable title to the PS Marks and has not granted any rights in the PS Marks to any other person, firm, corporation or entity.

3. **Consideration.** As consideration for the assignment of the Assets and for this agreement, and as a condition of the transfer of the Assets hereunder, Assignee will pay to Assignor the amount of one dollar (\$1.00).

Witness the following signatures, made as of the date(s) set forth.

Assignor:



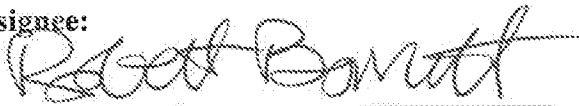
Preferred Snacks, LLC

by Robert Barrett, Deputy General Counsel

1/10/23

Date

Assignee:




Coda Manufacturing, LLC

by Robert Barrett, Deputy General Counsel

1/10/23

Date

**Exhibit A**  
**The PS Marks**

U.S.	HAPPY PLACE SNACKS	Class 30: Microwave popcorn; Popped popcorn; Ready-to-eat popcorn	Pending Application	USPTO Ser No: 97495474
U.S.	 <b>Preferred</b> SNACKS	Class 30: Popped popcorn; Ready-to- eat popcorn	Pending Application	USPTO Ser No: 97633377
U.S.	PREFERRED SNACKS	Class 30: Popped popcorn; Ready-to- eat popcorn	Pending Application	USPTO Ser No: 97633325