

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
John B. Sanfilippo & Son, Inc.		02/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ARMA Energy, Inc.
Street Address:	1409 Branta Avenue
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92009
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	85655617	A
Registration Number:	3923226	A
Registration Number:	4126299	A
Registration Number:	4197362	A
Registration Number:	3925728	A ARMA
Registration Number:	4132623	A ARMA
Registration Number:	4197361	A ARMA
Registration Number:	3923219	A ARMA ENERGY SNX
Registration Number:	4013699	A ARMA ENERGY SNX
Registration Number:	4165104	A ARMA ENERGY SNX
Registration Number:	4209044	A ARMA ENERGY SNX
Registration Number:	3923218	ARMA
Registration Number:	4013348	ARMA
Registration Number:	4165105	ARMA

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Registration Number:	4189607	ARMA
Serial Number:	85672535	ARMA ENERGY
Registration Number:	4119463	ARMA ENERGY
Registration Number:	4219219	ARMA ENERGY
Registration Number:	3923220	ARMA ENERGY SNX
Registration Number:	4172254	ARMA ENERGY SNX
Registration Number:	4212918	ARMA ENERGY SNX
Serial Number:	85693276	ARMATÉ CON ARMA
Registration Number:	3974717	EAT YOUR ENERGY
Registration Number:	4135644	EAT YOUR ENERGY
Serial Number:	85204253	EAT YOUR ENERGY
Serial Number:	85712433	ENERGY REVOLUTION
Registration Number:	3956216	ENERGY SNX
Registration Number:	3998299	ENERGY SNX
Registration Number:	4151984	ENERGY SNX
Registration Number:	4202907	ENERGY SNX
Registration Number:	3923212	FUEL YOUR ENERGY FEED YOUR HUNGER
Serial Number:	85268672	HELLFIRE
Serial Number:	85280054	ICBM
Serial Number:	85696874	IT'S AN ENERGY REVOLUTION

CORRESPONDENCE DATA

Fax Number: 3125270484
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 840-7860
Email: mmurphy@jenner.com
Correspondent Name: Mariann R. Murphy
Address Line 1: 353 N. Clark Street
Address Line 2: Jenner & Block LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	31595-12398
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	02/01/2013

Total Attachments: 10

TRADEMARK
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of February 1, 2013, is made by and between ARMA ENERGY, INC., an Delaware corporation ("Buyer") and JOHN B. SANFILIPPO & SON, INC., a Delaware corporation ("Seller").

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of February 1, 2013 (as such agreement may be amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"), pursuant to which Buyer has agreed to acquire certain assets, and assume certain liabilities, in each case, as more fully described in the Purchase Agreement; and

WHEREAS, the execution and delivery of this Assignment is desired by the Parties to effectuate the transfer of the Trademarks (as defined below).

NOW, THEREFORE, on the terms and subject to the conditions set forth in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

Section 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

Section 2. Conveyance, Assignment and Transfer. For good and valuable consideration, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby transfers, sells, conveys, assigns and delivers to Buyer, and Buyer hereby acquires, purchases and accepts from Seller, all of Seller's right, title and interest in and to the registered trademarks and trademark applications set forth on Schedule A attached hereto (which is incorporated into and made a part of this Assignment) (collectively, the "Trademarks") for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all of the goodwill associated with such Trademarks and all rights of priority and renewals, and all income, royalties or payments due or payable as of the date hereof or hereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the date hereof for Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Seller requests the Commissioner of Patents and Trademarks to record Buyer as the assignee and owner of the Trademarks set forth on Schedule A attached hereto.

Section 3. No Modification of Purchase Agreement. Neither the making nor the acceptance of this transfer, sale, conveyance, assignment and delivery shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any Liabilities imposed thereby. For the avoidance of doubt, in the event of any conflict or ambiguity between the provisions of this Assignment, on the one hand, and the provisions of the Purchase Agreement, on the other hand, the Purchase Agreement shall control.

Section 4. General.

(a) This Assignment may be executed in two or more counterparts (including by facsimile and other electronic transmission, such as email), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

(b) This Assignment, the Purchase Agreement and the Transaction Documents (i) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Assignment and (ii) are not intended to and do not confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable rights or remedies.

(c) THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAW RULES OF SUCH STATE.

(d) Each Party hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Assignment or the transactions contemplated hereby. Each Party (i) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such Party would not, in the event of any suit, action or other proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Party hereto have been induced to enter into this Assignment, by, among other things, the mutual waiver and certifications in this **Section 4(d)**.

* * * * *

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed as of the date first written above.

JOHN B. SANFILIPPO & SON, INC.

By: J.B. Sanfilippo
Name: Joseph Sanfilippo
Title: C.E.O. + President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 004954 FRAME: 0762

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed as of the date first written above.

ARMA ENERGY, INC.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, written over the signature line.

By: _____
Name: _____
Title: _____

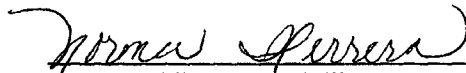
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

STATE OF ILLINOIS

ss.:

COUNTY OF COOK

On this 1 day of February, 2013, before me personally came Jasper Sanfilippo, Jr., to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Operating Officer and President of John B. Sanfilippo & Son, Inc., a Delaware corporation, and that he executed the foregoing instrument in the name of John B. Sanfilippo & Son, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public - State of Illinois

Printed Name NORMA HERRERA

My Commission Expires:

12-23-13



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On January 30th, 2013 before me, P. U. Parikh - Notary Public,
(Here insert name and title of the officer)

personally appeared Charles Barry Buchholtz

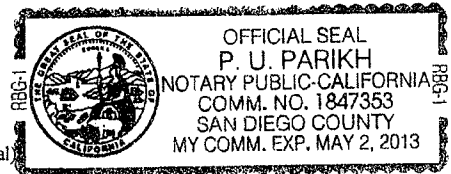
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.






WITNESS my hand and official seal.






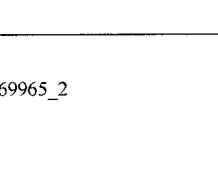
P. U. Parikh
Signature of Notary Public


(Notary Seal)





SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS			
Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)
A (Stylized) 	U.S.	(85/655,617)	(19-Jun-2012)
A (Stylized) 	U.S.	3,923,226	22-Feb-2011
A (Stylized) 	U.S.	4,126,299	10-Apr-2012
A (Stylized) 	U.S.	4,197,362	28-Aug-2012
A ARMA (Stylized) 	U.S.	3,925,728	01-Mar-2011

TRADEMARK REGISTRATIONS AND APPLICATIONS			
Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)
A ARMA (Stylized) 	U.S.	4,132,623	24-Apr-2012
A ARMA (Stylized) 	U.S.	4,197,361	28-Aug-2012
A ARMA ENERGY SNX (Stylized) 	U.S.	3,923,219	22-Feb-2011
A ARMA ENERGY SNX (Stylized) 	U.S.	4,013,699	16-Aug-2011
A ARMA ENERGY SNX (Stylized) 	U.S.	4,165,104	26-Jun-2012
A ARMA ENERGY SNX (Stylized) 	U.S.	4,209,044	18-Sep-2012

TRADEMARK REGISTRATIONS AND APPLICATIONS			
Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)
			
ARMA	U.S.	3,923,218	22-Feb-2011
ARMA	U.S.	4,013,348	16-Aug-2011
ARMA	U.S.	4,165,105	26-Jun-2012
ARMA	U.S.	4,189,607	14-Aug-2012
ARMA (Registered Name)	Ohio	1928696	07-Apr-2010
ARMA ENERGY	U.S.	(85/672,535)	(10-Jul-2012)
ARMA ENERGY	U.S.	4,119,463	27-Mar-2012
ARMA ENERGY	U.S.	4,219,219	02-Oct-2012
ARMA ENERGY SNX (word mark)	U.S.	3,923,220	22-Feb-2011
ARMA ENERGY SNX (word mark)	U.S.	4,172,254	10-Jul-2012
ARMA ENERGY SNX (word mark)	U.S.	4,212,918	25-Sep-2012
ARMATÉ CON ARMA	U.S.	(85/693,276)	(02-Aug-2012)
EAT YOUR ENERGY	U.S.	3,974,717	07-Jun-2011
EAT YOUR ENERGY	U.S.	4,135,644	01-May-2012
EAT YOUR ENERGY	U.S.	(85/204,253)	(22-Dec-2010)
ENERGY REVOLUTION	U.S.	(85/712,433)	(24-Aug-2012)
ENERGY SNX (word mark)	U.S.	3,956,216	03-May-2011
ENERGY SNX	U.S.	3,998,299	19-Jul-2011

TRADEMARK REGISTRATIONS AND APPLICATIONS			
Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)
(word mark)			
ENERGY SNX (word mark)	U.S.	4,151,984	29-May-2012
ENERGY SNX (word mark)	U.S.	4,202,907	04-Sep-2012
FUEL YOUR ENERGY FEED YOUR HUNGER	U.S.	3,923,212	22-Feb-2011
HELLFIRE	U.S.	(85/268,672)	(16-Mar-2011)
ICBM	U.S.	(85/280,054)	(29-Mar-2011)
IT'S AN ENERGY REVOLUTION	U.S.	(85/696,874)	(07-Aug-2012)
A (Stylized) 	European Community	9664152	02-Mar-2012
A (Stylized) 	European Community	10520864	22-May-2012
ARMA	European Community	9664269	07-Nov-2012
ARMA ENERGY	European Community	9664301	02-Feb-2012
ARMA ENERGY	European Community	10520971	22-May-2012
ARMA ENERGY SNX (word mark)	European Community	9664228	27-Jan-2012