

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HFH Corazonas, LLC		06/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	J&J SNACK FOODS CORP.		
Street Address:	6000 Central Highway		
City:	Pennsauken		
State/Country:	NEW JERSEY		
Postal Code:	08109		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	78525567	CORAZONAS	
Serial Number:	78710361	ENJOY SNACKING AGAIN	
Serial Number:	78718983	SNACK TO YOUR HEART'S CONTENT	
Serial Number:	78786926	CORAZONAS	
Serial Number:	78979317	PARTY HEARTY	
Serial Number:	85975248	CHOLESTEROL LOWERING POWER OF FRUITS AND	
Serial Number:	85008718	CHOLESTEROL LOWERING POWER OF FRUITS AND	
Serial Number:	85008677	CHOLESTEROL LOWERING POWER OF FRUITS AND	
Serial Number:	85008622	CORAZONAS FREEDOM TO SNACK	
Serial Number:	85008643	CORAZONAS FREEDOM TO SNACK	
Serial Number:	85008569	CORAZONAS FREEDOM TO SNACK	
Serial Number:	85975247	FREEDOM TO SNACK	
Serial Number:	85008455	FREEDOM TO SNACK	
Serial Number:	85008367	FREEDOM TO SNACK	
Serial Number:	85647154	CORAZONAS	
Serial Number:	85647194	CORAZONAS	
Serial Number:	85710129	NATURE'S SECRET WEAPON	
Serial Number:	85710167	NATURE'S SECRET WEAPON	
Serial Number:	85974858	LOVE YOUR HEART LOVE THE TASTE	
TRADEMARK			

CH \$715.00 78525567

Property Type	Number	Word Mark
Serial Number:	85766349	ICARE
Serial Number:	86296476	HEARTBAR
Serial Number:	85974820	FUEL FOR FUN
Serial Number:	86296450	HEARTBAR
Serial Number:	86296498	HEARTSNACKS
Serial Number:	86296548	HEARTCHIPS
Serial Number:	86296572	HEARTCHIPS
Serial Number:	86296605	HEART BRAND FOODS
Serial Number:	86296623	HEART BRAND FOODS

CORRESPONDENCE DATA

Fax Number: 5619622101

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.

Phone: 5619622100

Email: lpatino@duanemorris.com

Correspondent Name: DUANE MORRIS LLP

Address Line 1: 5100 Town Center Circle, Suite 650

Address Line 2: Karen C. Kline

Address Line 4: Boca Raton, FLORIDA 33486

ATTORNEY DOCKET NUMBER:	F6027-00000
NAME OF SUBMITTER:	J. Rodman Steele, Jr.
SIGNATURE:	/J. Rodman Steele, Jr./
DATE SIGNED:	07/18/2016

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 28, 2016, is by and among HFH Corazonas, LLC, a Delaware limited liability company ("Assignor"), J&J Snack Foods Corp. of California, a California corporation ("J&J"), and J & J SNACK FOODS CORP., a New Jersey corporation ("Assignee"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the APA (as hereinafter defined).

WITNESSETH:

WHEREAS, Assignor and J&J, a subsidiary of Assignee, are parties to that certain Asset Purchase Agreement, of even date herewith (the "APA"), pursuant to which Assignor has agreed to sell, and J&J has agreed to purchase, certain assets of Assignor, including, without limitation, the trademarks set forth on Exhibit A attached hereto (the "Transferred Marks"); and

WHEREAS, pursuant to the APA, J&J desires that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Transferred Marks;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns and sells to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest, including any common law rights, in the United States and throughout the world, in and to the Transferred Marks, together with all goodwill of Assignor associated with, and symbolized by, the Transferred Marks, including all applications, registrations, issuances, extensions and renewals of the Transferred Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (i) the right to prosecute, maintain and defend the Transferred Marks before any public or private agency, office or registrar including by filing extensions and all other applications relating to the Transferred Marks; (ii) the right, if any, to claim priority based on the filing dates of any of the Transferred Marks under the International Convention for the Protection of Industrial Property and all other treaties of like purposes; and (iii) the right to sue and recover damages or other compensation for past, present or future infringement or dilution thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringement or dilution and the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Further Assurances. Assignor shall, and shall cause its Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably requested by Assignee in order to carry out the provisions of this Assignment and to perfect Assignee's title in and to the Transferred Marks.

3. Recordation. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Terms of APA. The parties hereto each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the APA shall be deemed

to be enlarged, modified or altered in any way by the execution and acceptance of this Assignment. To the extent there is any conflict between this Assignment and the APA, the provisions of the APA shall control.

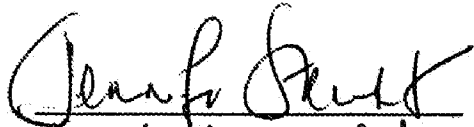
5. Governing Law. All matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule thereof.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

HFH CORAZONAS, LLC

By: 
Name: Jennifer Stewart for HFH Corazonas LLC
Title: Manager

J & J SNACK FOODS CORP.

By: _____
Name: _____
Title: _____

J&J SNACK FOODS CORP. OF CALIFORNIA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.


HFH CORAZONAS, LLC

By: _____

Name: _____

Title: _____

J & J SNACK FOODS CORP.

By: 

Name: DENNIS G MOORE

Title: SR. Vice President - CFO

J&J SNACK FOODS CORP. OF CALIFORNIA

By: 

Name: Gerard G Law

Title: Senior Vice President
Assistant to the President

Exhibit A
Transferred Marks

Serial Number	Registration Number	Mark	Country	Registration Date / Notice of Allowance
78525567	3163755	CORAZONAS	US	10/24/2006
78710361	3345496	ENJOY SNACKING AGAIN	US	11/27/2007
78718983	3277420	SNACK TO YOUR HEART'S CONTENT	US	8/7/2007
78786926	3730090	CORAZONAS	US	12/22/2009
78979317	3358130	PARTY HEARTY	US	12/18/2007
85975248	3987308	CHOLESTEROL LOWERING POWER OF FRUITS AND VEGETABLES (words disclaimed)	US	6/28/2011
85008718	3999243	CHOLESTEROL LOWERING POWER OF FRUITS AND VEGETABLES (words disclaimed)	US	7/19/2011
85008677	3986795	CHOLESTEROL LOWERING POWER OF FRUITS AND VEGETABLES (words disclaimed)	US	6/28/2011
85008622	4365042	CORAZONAS FREEDOM TO SNACK (with heart design)	US	7/9/2013
85008643	3994819	CORAZONAS FREEDOM TO SNACK (with heart design)	US	7/12/2011
85008569	3994818	CORAZONAS FREEDOM TO SNACK (with heart design)	US	7/12/2011
85975247	3987307	FREEDOM TO SNACK	US	6/28/2011
85008455	3999241	FREEDOM TO SNACK	US	7/19/2011
85008367	3982492	FREEDOM TO SNACK	US	6/21/2011
85647154	4495473	CORAZONAS	US	3/11/2014
85647194	4495474	CORAZONAS	US	3/11/2014
85710129	4489191	NATURE'S SECRET WEAPON	US	2/25/2014
85710167	4475822	NATURE'S SECRET WEAPON	US	1/28/2014
85974858	4487875	LOVE YOUR HEART LOVE THE TASTE	US	2/25/2014
85766349	4364054	ICARE	US	7/9/2013
1347680	1376746	CORAZONAS	Mexico	6/24/2013
1347681	1379291	CORAZONAS	Mexico	6/27/2013
86296476	4832878	HEARTBAR	US	10/13/2015
85974820	4602781	FUEL FOR FUN	US	9/9/2014
86296450	4956481	HEARTBAR	US	5/10/2016
86296498	NA	HEARTSNACKS	US	1/27/2015
86296548	NA	HEARTCHIPS	US	1/27/2015
86296572	NA	HEARTCHIPS	US	1/27/2015
86296605	NA	HEART BRAND FOODS	US	1/27/2015
86296623	NA	HEART BRAND FOODS	US	1/27/2015