

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408787

<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>
Diamond Foods, LLC		09/03/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Snyder's-Lance, Inc.		
<b>Street Address:</b>	13515 Ballantyne Corporate Place		
<b>Internal Address:</b>	Attn: Legal Department		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28277		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78502193	100 CALORIE POP	
<b>Serial Number:</b>	77333563	COCOA ROAST	
<b>Serial Number:</b>	72102104	EMERALD	
<b>Serial Number:</b>	78754524	EMERALD	
<b>Serial Number:</b>	72003736	EMERALD	
<b>Serial Number:</b>	77333559	EMERALD COCOA ROAST	
<b>Serial Number:</b>	75145491	EMERALD OF CALIFORNIA	
<b>Serial Number:</b>	74736549	JUMBO POP	
<b>Serial Number:</b>	85012018	MOVIE NIGHT MAKER	
<b>Serial Number:</b>	74688493	POP SECRET	
<b>Serial Number:</b>	86192840	POP SECRET	
<b>Serial Number:</b>	73549451	POP SECRET	
<b>Serial Number:</b>	73576947	POP-SECRET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045578002		
<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>			

OP \$340.00 78502193

**Phone:** 704-557-8001  
**Email:** mcameron@snyderslance.com  
**Correspondent Name:** Gail Sharps Myers  
**Address Line 1:** 13515 Ballantyne Corporate Place  
**Address Line 2:** Attn: Legal Department  
**Address Line 4:** Charlotte, NORTH CAROLINA 28277

**NAME OF SUBMITTER:** Gail Sharps Myers

**SIGNATURE:** /Gail Sharps Myers/

**DATE SIGNED:** 12/13/2016

**Total Attachments: 15**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment ("Assignment") is made and entered into as of September 3, 2016 (the "Effective Date"), by and between Diamond Foods, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignor"), located at 1050 S. Diamond Street, Stockton, California 95205 USA and Snyder's-Lance, Inc., a corporation organized and existing under the laws of the State of North Carolina ("Assignee"), located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 USA

A. Assignor is the registered owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to acquire, and Assignor is willing to assign, convey and transfer to Assignee, all Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

Accordingly, for good and valuable consideration, including the payment of One Hundred Dollars (\$100), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the Marks and all income, royalties and damages hereafter due or payable with respect to the Marks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or 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.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute or cause its current or former employees or contractors to execute, as applicable, all applications and any additional assignment or other documents, sign all lawful papers, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Marks in all jurisdictions and to

record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of North Carolina, without regard to its conflicts of law principles.

Executed by the parties on the date(s) shown below.

**DIAMOND FOODS, LLC**

By: Gail Sharps Myers  
Name: Gail Sharps Myers  
Title: Secretary and Treasurer  
Address: 13515 Ballantyne Corporate Pl  
Charlotte, NC 28277  
Date: 9/3/16

**SNYDER'S-LANCE, INC.**

By: Gail Sharps Myers  
Name: Gail Sharps Myers  
Title: CO/SVP/Gen Counsel and Secretary  
Address: 13515 Ballantyne Corporate Pl  
Charlotte, NC 28277  
Date: 9/3/16

**WITNESS:**

By: Jade Cobb Murray  
Name: Jade Cobb Murray  
Title: Assistant General Counsel  
Address: 13515 Ballantyne Corporate Pl  
Charlotte, NC 28277  
Date: 9/3/16

**WITNESS:**

By: Jade Cobb Murray  
Name: Jade Cobb Murray  
Title: Assistant General Counsel  
Address: 13515 Ballantyne Corporate Pl  
Charlotte, NC 28277  
Date: 9/3/16

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina  
County of Mecklenburg

On this 13<sup>th</sup> day of December 2016, personal appeared before me, the said named Gail Sharps Myers, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she execute the same and being duly sworn by me, made oath that the statements in the foregoing instruments are true.

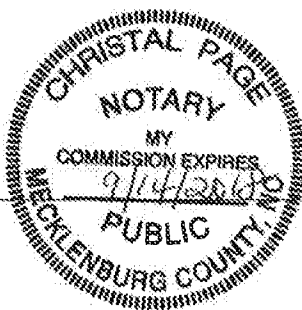
Witness my hand and official seal, this the 13<sup>th</sup> day of December 2016.

Christal Page  
Official Signature of Notary

Christal Page Notary Public  
Notary's printed or typed name

My commission expires: 9/14/2018

(Official Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina  
County of Mecklenburg

On this 13<sup>th</sup> day of December 2016, personal appeared before me, the said named Gail Sharps Myers, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she execute the same and being duly sworn by me, made oath that the statements in the foregoing instruments are true.

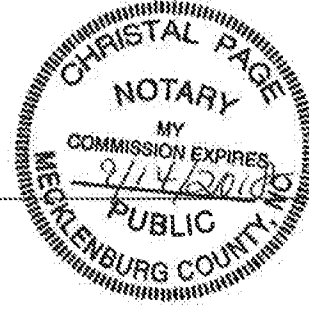
Witness my hand and official seal, this the 13<sup>th</sup> day of December 2016.

Christal Page  
Official Signature of Notary

Christal Page Notary Public  
Notary's printed or typed name




My commission expires: 9/14/2018

(Official Seal)






Diamond Foods / Snyder's-Lance Assignment





# EXHIBIT A




No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
1.	ARGENTINA	POP SECRET	2,307,229	09/18/2000	2,557,322	12/03/2002
2.	AUSTRALIA	EMERALD & Design (Shamrock)  	195659	06/30/1965	195659	06/30/1965
3.	AUSTRALIA	POP SECRET	563,317	09/09/1991	563,317	09/09/1991
4.	AUSTRIA	EMERALD	AM/2325/92	05/12/1992	143220	07/29/1992
5.	AUSTRIA	POP SECRET (Stylized With Black Background)  	514816 IR Extension	07/30/1987	514816	07/30/1987
6.	BENELUX	POP SECRET (Stylized With Black Background)  	514816 IR Extension	07/30/1987	514816	07/30/1987



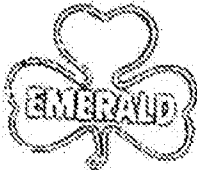
No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
7.	BERMUDA	EMERALD & Design (Shamrock) 	6674	12/17/1970	6674	12/18/1970
8.	BES ISLANDS	EMERALD & Design (Shamrock) 	2338	09/08/2011	2338	12/02/2011
9.	BRAZIL	POP SECRET	823180158	09/25/2000	823180158	05/21/2013
10.	CANADA	BUTTERY BURST	0770124	12/06/1994	TMA453,935	02/09/1996
11.	CANADA	EMERALD	1,252,709	04/01/2005	TMA769,240	06/09/2010
12.	CANADA	EMERALD & Design (Hexagon in Color) 	1,634,829	07/11/2013	TMA904,554	05/26/2015
13.	CANADA	EMERALD OF CALIFORNIA & Design (Black Octagon W/Sunrays) 	1,252,708	04/01/2005	TMA721,090	08/15/2008
14.	CANADA	POP SECRET	1,710,966	01/15/2015		




No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
15.	CANADA	POP SECRET (Stylized)  	0560069	04/03/1986	TMA333,739	10/30/1987
16.	CANADA	POP SECRET BY REQUEST	0713498	09/23/1992	TMA430,637	07/22/1994
17.	CHILE	POP SECRET	502025	09/22/2000	903134	05/10/2001
18.	CHINA	EMERALD	16281224	02/02/2015		
19.	CHINA	POP SECRET	2000/152320	09/30/2000	1,959,393	09/21/2002
20.	CHINA	POP SECRET	2000/152319	09/30/2000	1,702,963	01/21/2002
21.	COLOMBIA	POP SECRET	72572	09/25/2000	235,537	05/04/2001
22.	COSTA RICA	EMERALD & Design (Hexagon in Color)  	2006-11027	11/28/2006	196441	11/16/2009
23.	CUBA	EMERALD & Design (Shamrock)  	N187313	07/21/1958	104423	12/22/1960





No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
24.	CURACAO	EMERALD & Design (Shamrock)  	7926	12/22/1970	7246	12/22/1970
25.	ECUADOR	POP SECRET	149,239	09/30/2004	506-05	01/13/2005
26.	EGYPT	POP SECRET	136,793	09/27/2000	136,793	05/30/2006
27.	EL SALVADOR	POP SECRET	612042006	09/18/2006	239/84	05/24/2007
28.	EUROPEAN UNION	EMERALD	004306098	02/23/2005	00446098	03/28/2006
29.	EUROPEAN UNION	EMERALD & Design (Hexagon in Color)  	1079721 IR Extension	04/28/2011	1079721	04/28/2011
30.	EUROPEAN UNION	POP SECRET	004340345	03/15/2005	004340345	03/08/2006
31.	FRANCE	EMERALD & Design (Shamrock)  	79/97	07/07/1965	1650048	07/07/1965
32.	FRANCE	POP SECRET (Stylized)  	840224	02/20/1987	1395072	02/20/1987


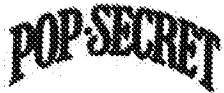
No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
33.	GUATEMALA	EMERALD & Design (Shamrock) 	N/A	08/26/1970	23683	07/20/1971
34.	GUYANA	EMERALD & Design (Cut Diamond) 	N/A	11/24/1933	9022C	02/28/1973
35.	HONG KONG	EMERALD	300962262	09/27/2007	300962262	07/14/2008
36.	HONG KONG	POP SECRET	207902000	09/16/2000	200103815	03/30/2001
37.	ICELAND	POP SECRET	1267/1997	09/15/1997	1506/1997	11/03/1997
38.	INDIA	POP SECRET	1396288	10/31/2005	1396288	07/22/2008
39.	INDONESIA	POP SECRET	D0015716	07/20/2001	IDM0002854 77	06/25/2002
40.	ISRAEL	POP SECRET	141845	09/14/2000	141845	03/04/2002
41.	JAPAN	EMERALD & Design (Hexagon in Color) 	2007-109360	10/25/2007	5438836	09/16/2011

No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
42.	JAPAN	EMERALD OF CALIFORNIA & Design (Black Octagon W/Sunrays) 	115030/94	11/15/1994	4051003	08/29/1997
43.	JAPAN	POP SECRET	2000-103647	09/22/2000	4492632	07/19/2001
44.	KUWAIT	EMERALD & Design (Shamrock - Latin and Arabic)	12475	08/30/1980	11588	08/30/1980
45.	LEBANON	POP SECRET	96010770422	09/19/2000	162847	09/19/2000
46.	MALAYSIA	POP SECRET	200013806	10/03/2000	200013806	07/29/2003
47.	MEXICO	POP SECRET	433719	06/29/2000	665320	07/26/2000
48.	MONACO	POP SECRET (Stylized With Black Background) 	514816 IR Extension	07/30/1987	514816	07/30/1987
49.	NEW ZEALAND	POP SECRET	623202	09/14/2000	623202	09/14/2000
50.	NICARAGUA	EMERALD & Design (Shamrock - Background Clear) 	24206	01/08/1971	24206	04/02/1971

No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
51.	NORWAY	EMERALD	200603739	04/07/2006	235269	10/03/2006
52.	PANAMA	EMERALD	158302-01	01/15/2007	158302-01	01/15/2007
53.	PANAMA	POP SECRET	171186-01	05/16/2008	171186	05/16/2008
54.	PERU	EMERALD & Design (Hexagon)	372262	11/03/2008	155392	08/04/2009
						
55.	PERU	POP SECRET	2005-257978	10/18/2005	112127	02/07/2006
56.	PORTUGAL	POP SECRET (Stylized With Black Background)	514816 IR Extension	07/30/1987	514816	07/30/1987
						
57.	QATAR	EMERALD & Design (Shamrock With Arabic)	733	03/07/1981	733	03/07/1981
						
58.	RUSSIA	POP SECRET	2006702984	02/13/2006	330557	07/30/2007
59.	RUSSIA	POP SECRET	2007723282	07/30/2007	368722	12/26/2008
60.	SAUDI ARABIA	POP SECRET	67721	11/01/2000	611/72	01/16/2002
61.	SINGAPORE	POP SECRET	T00/17434H	10/04/2000	T00/17434H	07/09/2002


No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
62.	SOUTH AFRICA	POP SECRET	2000/18248	09/14/2000	2000/18248	08/20/2004
63.	SOUTH KOREA	EMERALD	40-2007-50193	09/27/2007	40-0756344	08/07/2008
64.	SOUTH KOREA	POP SECRET	4020025568	02/01/2002	0564939	11/07/2003
65.	ST MAARTEN	EMERALD & Design (Shamrock)	7926	12/22/1970	06054	12/22/1970
						
66.	SURINAME	EMERALD & Design (Shamrock)	N/A	12/24/1971	7488	12/24/1971
						
67.	SWEDEN	EMERALD & Design (Shamrock)	2727/65	06/30/1965	119547	04/28/1967
						
68.	SWITZERLAND	POP SECRET (Stylized With Black Background)	514816 IR Extension	07/30/1987	514816	
						
69.	TAIWAN	EMERALD	(65)08303	09/24/1976	88080	03/01/1977

No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
70.	THAILAND	POP SECRET	436852	10/30/2000	144232	09/24/2001
71.	TRINIDAD & TOBAGO	EMERALD & Design (Shamrock) 	6517	12/15/1970	6517	07/07/1975
72.	TURKEY	POP SECRET	200020061	09/21/2000	200020061	09/21/2000
73.	UNITED ARAB EMR	POP SECRET	40217	01/07/2001	28354	08/21/2001
74.	UNITED KINGDOM	EMERALD & Design (Cut Diamond) 	546468	11/24/1933	546468	06/21/1934
75.	UNITED KINGDOM	POP SECRET	1475936	09/06/1991	1475936	01/15/1993
76.	UNITED STATES	100 CALORIE POP	78/502,193	10/19/2004	3,115,217	07/11/2006
77.	UNITED STATES	COCOA ROAST	77/333,563	11/19/2007	3,455,993	06/24/2008
78.	UNITED STATES	EMERALD	72/102,104	08/05/1960	728,907	03/20/1962
79.	UNITED STATES	EMERALD & Design (Hexagon in Color) 	78/754,524	11/15/2005	3,765,476	03/23/2010

No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
80.	UNITED STATES	EMERALD (Stylized)  <b>EMERALD</b>	72/003,736	03/02/1956	639,432	01/01/1957
81.	UNITED STATES	EMERALD COCOA ROAST	77/333,559	11/19/2007	3,498,270	09/09/2008
82.	UNITED STATES	EMERALD OF CALIFORNIA & Design (Black Octagon W/Sunrays)  	75/145,491	08/05/1996	2,093,018	09/02/1997
83.	UNITED STATES	JUMBO POP	74/736,549	09/14/1995	2,192,949	10/06/1998
84.	UNITED STATES	MOVIE NIGHT MAKER	85/012,018	04/12/2010	3,980,362	06/21/2011
85.	UNITED STATES	POP SECRET	74/688,493	06/15/1995	1,983,966	07/02/1996
86.	UNITED STATES	POP SECRET	86/192,840	02/13/2014	4,705,135	03/17/2015
87.	UNITED STATES	POP SECRET	73/549,451	07/22/1985	1,397,053	06/10/1986
88.	UNITED STATES	POP SECRET (Stylized)  	73/576,947	01/09/1986	1,408,825	09/09/1986

No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
89.	URUGUAY	EMERALD & Design (Cut Diamond) 	N/A	02/23/1938	406100	02/23/1938
90.	URUGUAY	POP SECRET	326150	09/18/2000	418186	03/23/2001
91.	VENEZUELA	EMERALD & Design (Shamrock) 	4103	01/01/1965	F053688	11/14/1967
92.	VENEZUELA	POP SECRET	2000-016944	09/15/2000	P234017	08/27/2001
93.	WIPO	EMERALD & Design (Hexagon in Color) 	1079721	04/28/2011	1079721	04/28/2011
94.	WIPO	POP SECRET (Stylized With Black Background) 	514816	07/30/1987	514816	07/30/1987



No.	Country	Mark With Image	App. No.	App. Date	Reg. No.	Reg. Date
95.	ZAMBIA	EMERALD & Design (Shamrock)  	672/70	12/22/1970	672/70	08/22/1971