

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND DOMAIN NAME ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manhattan Confectioners, Inc.		11/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jo's Candies LLC		
Street Address:	2602 Isabella Street		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3329035	JO'S PEPPERMINT CRUNCH	
Registration Number:	3166541	GOOEY CHEWY	
Registration Number:	3585441	NEARBYNOW	
Registration Number:	3462055	COCO JO	
Registration Number:	3457883	THE TASTE YOU GREW UP WITH	
Registration Number:	3673042	JO'S CANDIES	
Registration Number:	3119134	MINT COCO JO	
Registration Number:	3271487	JO'S S'MORES	
CORRESPONDENCE DATA			
Fax Number:	8584583005		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8584583000		
Email:	ryane@paulhastings.com		
Correspondent Name:	Ryan M. Enchelmayer		

CH \$215.00 3329035

Address Line 1: 4747 Executive Dr., 12th FL
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	79153.00004
NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	07/08/2013

Total Attachments: 7
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “Agreement”) is entered into as of November 30, 2012 (the “Effective Date”), by and between Manhattan Confectioners, Inc., a California corporation having an address of 2530 West 237th Street, Torrance, CA 90505 (“Assignor”) and Jo’s Candies LLC, a Delaware limited liability company having an address of 2602 Isabella Street, Evanston, IL 60201 (“Assignee”).

Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the “Asset Purchase Agreement”), including the trademarks and service marks listed in Exhibit A (the “Marks”) and the domain names listed in Exhibit B (the “Domain Names”); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s (a) right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee 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 Agreement had not been made; (b) right, title, and interest in and to the Domain Names; and (c) rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at Assignee’s sole cost and expense, all reasonable acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers

of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's sole cost and expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **GENERAL**

3.1 Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of California, without giving effect to provisions thereof regarding conflict of laws.

3.2 Jurisdiction of Courts. Any Proceeding initiated over any dispute arising out of or relating to this Agreement shall be initiated in any federal or state court located within the County of Los Angeles, State of California, and the parties hereto further agree that venue for all such matters shall lie exclusively in those courts. The parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have, including any claim of *forum non conveniens*, to venue in the courts located in Los Angeles County, California. The parties hereto agree that a judgment in any such dispute may be enforced in other jurisdictions by Proceedings on the judgment or in any other manner provided by Law.

3.3 Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury of any claim or cause of action in any Proceeding arising out of or related to this Agreement or the transactions contemplated hereby. The parties hereto each agree that any and all such claims and causes of action shall be tried by the court without a jury. Each party hereto further waives any right to seek to consolidate any such Proceeding in which a jury trial has been waived with any other Proceeding in which a jury trial cannot or has not been waived.

3.4 Waiver; Amendment. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.5 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.6 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

3.7 Entire Agreement. This Agreement, the Asset Purchase Agreement and the Transaction Documents set forth the entire agreement of the parties hereto relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail. Any term not defined in this Agreement will have the same definition as the definition for such term given in the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

Jo's Candies LLC,
a Delaware limited liability company

By: AS
Name: Alexander Schneider
Title: President

"Assignor"

Manhattan Confectioners, Inc.,
a California corporation

By: _____
Name: _____
Title: _____

TRADEMARK AND DOMAIN NAME ASSIGNMENT

TRADEMARK
REEL: 005065 FRAME: 0408

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

Jo’s Candies LLC,
a Delaware limited liability company

By: _____

Name: Alexander Schneider

Title: President

“Assignor”

Manhattan Confectioners, Inc.,
a California corporation

By: Thok _____

Name: _____

Title: _____

TRADEMARK AND DOMAIN NAME ASSIGNMENT

Exhibit A
Marks

Country	Registration No.	Mark
U.S.A.	3,329,035	Jo's Peppermint Crunch
U.S.A.	3,166,541	Goopy Chewy
U.S.A.	3,585,441	Dr. Peter's Peppermint Crunch
U.S.A.	3,462,055	Coco Jo
U.S.A.	3,457,883	The Taste You Grew Up With
U.S.A.	3,673,042	Jo's Candies
U.S.A.	3,119,134	Mint Coco Jo
U.S.A.	3,271,487	Jo's S'mores

Exhibit B
Domain Names

Joscandies.com
Jos-candies.com