

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304968

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <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>   |
| KRON CHOCOLATIER, INC.  |  | 05/08/2014            | CORPORATION: FLORIDA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | CHOCOLATE ACQUISITION SUB, LLC                     |                       |                      |
| <b>Street Address:</b>  | 401 East Las Olas Boulevard, suite 800             |                       |                      |
| <b>City:</b>  | Fort Lauderdale                                    |                       |                      |
| <b>State/Country:</b>   | FLORIDA  |                       |                      |
| <b>Postal Code:</b>   | 33301  |                       |                      |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: FLORIDA                 |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                      |
| <b>Serial Number:</b>   | 86164153   | KRÖN CHOCOLATIER      |                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                      |
| <b>Fax Number:</b>  | 9542060013   |                       |                      |
| <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>   | 9547906690   |                       |                      |
| <b>Email:</b>   | trademarks@johnsonmartinlaw.com                    |                       |                      |
| <b>Correspondent Name:</b>  | Johnson & Martin, P.A.                             |                       |                      |
| <b>Address Line 1:</b>  | 500 W. Cypress Creek Road                          |                       |                      |
| <b>Address Line 2:</b>  | Suite 430  |                       |                      |
| <b>Address Line 4:</b>  | Fort Lauderdale, FLORIDA 33309                     |                       |                      |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 10205-0001   |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | James David Johnson                                |                       |                      |
| <b>SIGNATURE:</b>   | /James David Johnson/                              |                       |                      |
| <b>DATE SIGNED:</b>   | 05/19/2014   |                       |                      |
| <b>Total Attachments: 3</b>   |  |                       |                      |
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| source=10205-0001_ExecAssignment_USTM#page2.tif   |  |                       |                      |
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OP \$40.00 86164153

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS, KRON CHOCOLATIER, INC., a Florida corporation, SWEET JTP, INC., a Florida corporation, Barney Weinkle, and Ilene Weinkle (collectively, "Assignors"), as of the Effective Date of this Assignment, in connection with the contemporaneous sale of certain assets and the ongoing business of Kron Chocolatier, Inc., desire to sell and assign any and all intellectual property and intellectual property rights in which they jointly or severally own or hold any right, title, or interest including, but not limited to, all trademark(s) and/or service mark(s) and related trademark application(s) and/or registration(s) identified in Schedule "A" attached hereto (collectively, "the Marks") and all copyrights, trade dress, trade secrets, inventions, patents, designs, rights under any intellectual property licenses held by Assignors, and all applications and registrations for the foregoing in all countries in the world (together with the Marks, collectively referred to herein as "the Assigned Property"); and

WHEREAS, CHOCOLATE ACQUISITION SUB, LLC ("Assignee"), a Florida limited liability company, is desirous of acquiring the entire right, title, and interest in and to the Assigned Property;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, effective on May 8, 2014 ("Effective Date"), the parties hereto agree as follows:

1. Assignors hereby jointly and severally assign, sell, convey and transfer to Assignee, its successors and assigns, Assignors' entire right, title, and interest in and to: (i) the Assigned Property set forth above and in Schedule "A"; (ii) any and all goodwill symbolized by and associated with the business conducted under the Marks; (iii) all registrations which have or will issue for the Assigned Property including, without limitation, all registrations and applications (including intent-to-use applications) for the Assigned Property identified in Schedule "A" together with the portion of the business of Assignor to which the Assigned Property applies, which business is ongoing and existing; (iv) any and all common law rights in and to the Assigned Property; (v) all income, royalties, damages and payments in connection with and related to the Assigned Property which become due or payable following the Effective Date of this Assignment; and (vi) all rights to past, present and future claims of any kind (either in law or in equity) including, without limitation, the right to sue for all trademark-related causes of action (e.g., trademark infringement, dilution, cybersquatting, copyright infringement, etc.) and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.
2. Assignors hereby agree jointly and severally, at the request and expense of Assignee, to testify in any legal proceedings, execute all lawful papers, make all lawful oaths, and to perform such other acts as Assignee and Assignee's successors and assigns may deem reasonably necessary to secure the ownership interest in and to the Assigned Property, both in the United States and worldwide, for Assignee and its successors and assigns and/or to evidence the rights hereby transferred.
3. Assignors hereby jointly and severally represent and warrant that Kron Chocolatier, Inc. is the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property has been or will be made or entered into by any of them which would conflict with this Assignment; and that they not executed, and will not execute, any other agreement(s) in conflict herewith.
4. Assignors jointly and severally represent and warrant that each of them has the full legal right and authority to execute and be bound by the terms of this Assignment, that no other party's consent is required to execute this Assignment, and that to the best of the knowledge of each of them, the execution of this Assignment will not violate any right of any other party.

5. Each individual who has executed this Agreement on behalf of a juristic person expressly represents and warrants that he or she is authorized to sign on behalf of such juristic person for purposes of binding that juristic person as one of the Assignors to effectuate this Assignment to Assignee according to the terms set forth herein.


6. Assignors hereby, jointly and severally, irrevocably constitute and appoint Assignee and any officer or agent thereof, with full power of substitution, as their and each of their true and lawful attorney-in-fact, with full irrevocable power and authority in Assignor's name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignors further grant Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, United States Copyright Office, any state or foreign trademark, patent, or copyright office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

7. This Assignment shall be binding upon Assignors and their and each of their officers, directors, shareholders, employees, agents, affiliates, executors, heirs, successors, and assigns.

8. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures sent by e-mail shall be considered as original signatures. The recitals and Schedule "A" are hereby incorporated into and made a part of this Assignment.


IN WITNESS WHEREOF, Assignors have duly executed this Agreement, which is made effective as of the date set forth herein.

**KRON CHOCOLATIER, INC.:**


  
Barney Weinkle, President  
600 Silks Run Road  
Hallandale Beach, FL 33009

4/21/14  
Date

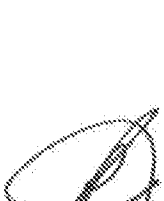
**SWEET JTP, INC.:**

  
Barney Weinkle, President  
600 Silks Run Road  
Hallandale Beach, FL 33009

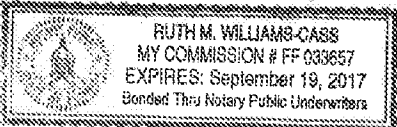
5/8/14  
Date

  
Barney Weinkle

5/8/14  
Date

  
Rene Weinkle  
4/21/14

5/8/14  
Date



SCHEDULE "A"

ASSIGNED PROPERTY

KRÖN CHOCOLATIER and related U.S. Trademark Application Serial No. 86/164,153.  
KRON CHOCOLATIER and related California State Trademark Registration No. 109748