

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340045

<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>
KENCRAFT, INC.		04/01/2015	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWEET ACQUISITIONS UT1 LLC		
<b>Street Address:</b>	401 East Las Olas Boulevard		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Fort Lauderdale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33301		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UTAH		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86285057	RIM LICK'R	
<b>Serial Number:</b>	86466209	ROUND-UP	
<b>Serial Number:</b>	86466235	PINWHEEL POP	
<b>Registration Number:</b>	1980925	CANDY CLIMBERS	
<b>Registration Number:</b>	2263793	CHOCOPALS	
<b>Registration Number:</b>	2909433	IMAGIPOPS	
<b>Registration Number:</b>	1946903	KENCRAFT	
<b>Registration Number:</b>	3319752	LIL' LOLLIES	
<b>Registration Number:</b>	4020424	LOLLIDAZZLE	
<b>Registration Number:</b>	4020422	LOLLIKITS	
<b>Registration Number:</b>	4020423	LOLLILETTERS	
<b>Registration Number:</b>	1272045	LOLLIPALS	
<b>Registration Number:</b>	2033209		
<b>Registration Number:</b>	2108276		
<b>Registration Number:</b>	1953101	PEPPERMINT PLACE	
<b>Registration Number:</b>	2138768	PUPPET PALS	
<b>Registration Number:</b>	4275001	SPIRIT LOLLIPALS	
<b>Registration Number:</b>	3857408	TRADITIONS BY KENCRAFT	

OP \$490.00 86285057

Property Type	Number	Word Mark
Registration Number:	2900784	TWISTPOP

**CORRESPONDENCE DATA**

**Fax Number:** 9542060013

*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:** 9547906690

**Email:** trademarks@johnsonmartinlaw.com

**Correspondent Name:** Johnson & Martin, P.A.

**Address Line 1:** 500 West Cypress Creek Road

**Address Line 2:** Suite 430

**Address Line 4:** Fort Lauderdale, FLORIDA 33309

<b>ATTORNEY DOCKET NUMBER:</b>	10263-0001
<b>NAME OF SUBMITTER:</b>	Joyce Dougherty
<b>SIGNATURE:</b>	/Joyce Dougherty/
<b>DATE SIGNED:</b>	05/01/2015

**Total Attachments: 6**

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**ASSIGNMENT OF TRADEMARK**

WHEREAS, Kencraft, Inc., (hereinafter referred to as "Assignor"), a Utah corporation, as of the Effective Date of this Assignment, desires to sell and assign the trademark(s) and/or service mark(s) and related trademark application(s) and/or registration(s) identified in Schedule "A" attached hereto (collectively, "the Assigned Property"); and

WHEREAS, SWEET ACQUISITIONS UT1 LLC (hereinafter referred to as "Assignee"), a Utah limited liability company, with an address of 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, FL 33301, 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 Assignor, effective on April 1, 2015 ("Effective Date"), the parties hereto agree as follows:

1. Assignor hereby assigns, sells, conveys and transfers to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to: (i) the Assigned Property set forth in Schedule "A"; (ii) any and all goodwill symbolized by and associated with the business conducted under the Assigned Property; (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, 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. Assignor hereby agrees, 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. Assignor hereby represents and warrants that it 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 which would conflict with this Assignment; and that it has not executed, and will not execute, any other agreement(s) in conflict herewith.

4. Assignor represents and warrants that it has the full legal right and authority to execute and be bound by the terms of this Assignment, that the person signing on its behalf is legally

authorized to do so, that no other party's consent is required to execute this Assignment, and that to the best of its knowledge its execution of this Assignment will not violate any right of any other party.

5. The individual who has executed this Agreement on behalf of Assignor expressly represents and warrants that he or she is authorized to sign on behalf of Assignor for purposes of binding Assignor to effectuate this Assignment to Assignee according to the terms set forth herein.

6. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its 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. Assignor further grants 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, any state or foreign trademark office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

7. This Assignment constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements.

8. Except as otherwise set forth herein, this Assignment may not be modified or amended, except in a writing signed by both parties.

9. This Assignment shall be deemed to have been executed in the State of Florida and shall be governed and construed in accordance with the internal laws of the State of Florida (regardless of the laws that might otherwise govern under applicable Florida principles of conflicts of law and without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction)) as to all matters, including matters of validity, construction, effect, performance and remedies. Venue for any proceeding brought with respect to any and all claims, demands and/or causes of action asserted or filed by any party in any way relating to, or arising out of, this Assignment or the subject matter hereof, shall be exclusively in a court of competent jurisdiction located in New York City, New York and each party hereby irrevocably and expressly submits themselves to the exclusive, personal jurisdiction of said courts. Assignor and Assignee each waives, to the fullest extent permitted by law, and agrees not to assert, any claim, defense or objection to the venue of such courts (whether on the basis of forum non conveniens or otherwise) and each agrees that it will not attempt the removal of any such action, suit or proceeding to any other court, whether state or federal courts of the United States or the courts of any other country.

10. If any provision of this Assignment is declared void or unenforceable, such provision shall be severed from this Assignment, and the remaining provisions shall remain in full force and effect.

11. This Assignment shall be binding upon Assignor, its officers, directors, shareholders, managers, members, employees, agents, affiliates, executors, heirs, successors, and assigns.

12. 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, Assignor has duly executed this Agreement, which is made effective as of the Effective Date set forth herein.

**KENCRAFT, INC.**

[Signature]  
Signature of Authorized Representative

4/1/15  
Date

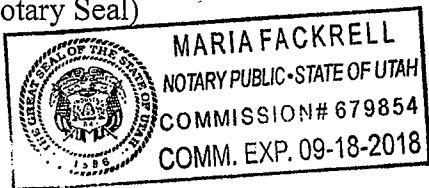
Justin J. Boyle, CEO  
Print Name and Title of Authorized Representative

STATE OF Utah

COUNTY OF Utah

The foregoing instrument was acknowledged before me this 1 day of April, 2015, by Justin Boyle who is personally known to me or who has produced as identification, as \_\_\_\_\_ for KENCRAFT, INC.

(Notary Seal)



[Signature]  
Notary Public

Maria Fackrell  
Typed, printed or stamped name of Notary Public

ACKNOWLEDGED AND ACCEPTED BY:

**SWEET ACQUISITIONS UT1 LLC**, by  
BBX Sweet Holdings, LLC, its Manager

By: \_\_\_\_\_  
Rick Harris, President

11. This Assignment shall be binding upon Assignor, its officers, directors, shareholders, managers, members, employees, agents, affiliates, executors, heirs, successors, and assigns.

12. 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, Assignor has duly executed this Agreement, which is made effective as of the Effective Date set forth herein.

**KENCRAFT, INC.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification, as \_\_\_\_\_ for KENCRAFT, INC.

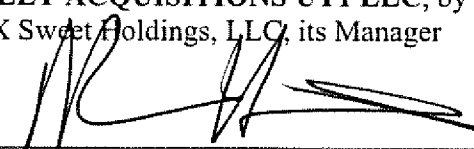
(Notary Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

ACKNOWLEDGED AND ACCEPTED BY:

**SWEET ACQUISITIONS UT1 LLC**, by  
BBX Sweet Holdings, LLC, its Manager

By:   
Rick Harris, President

**SCHEDULE "A"****ASSIGNED PROPERTY****Registered Marks**

CANDY CLIMBERS and related Canadian Trademark Registration No. TMA478603  
CANDY CLIMBERS and related US Trademark Registration No. 1,980,925  
CHOCOPALS and related US Trademark Registration No. 2,263,793  
IMAGIPOPS and related US Trademark Registration No. 2,909,433  
KENCRAFT and related US Trademark Registration No. 1,946,903  
KOOKY KONES and related US Trademark Registration No. 1,299,746  
LIL' LOLLIES and related US Trademark Registration No. 3,319,752  
LOLLIDAZZLE and related US Trademark Registration No. 4,020,424  
LOLLIKITS and related US Trademark Registration No. 4,020,422  
LOLILETTERS and related US Trademark Registration No. 4,020,423  
LOLLIPALS and related US Trademark Registration No. 1,272,045  
Miscellaneous Design (Clown Fireman) and related US Trademark Registration No. 2,033,209  
Miscellaneous Design (Christmas Bear) and related US Trademark Registration No. 2,108,276  
PEPPERMINT PLACE and related US Trademark Registration No. 1,953,101  
PETITCUPS and related US Trademark Registration No. 1,299,747  
PUPPET PALS and related US Trademark Registration No. 2,138,768  
SPIRIT LOLLIPALS and related US Trademark Registration No. 4,275,001  
TRADITIONS BY KENCRAFT and related US Trademark Registration No. 3,857,408  
TWISTOP and related US Trademark Registration No. 2,900,784

**Pending Applications**

RIM LICK'R and related US Trademark Application No. 86/285,057 filed on May 19, 2014  
ROUND-UP and related US Trademark Application No. 86/466,209 filed on Nov. 26, 2014  
PINWHEEL POP and related US Trademark Application No. 86/466,235 filed on Nov. 26, 2014  
LOLLIORNAMENTS and related US Trademark Application No. 85/104,391 filed on Aug. 10, 2010

**Canceled Registrations**

KOOKIE KAKES and related US Trademark Registration No. 2,936,896  
Miscellaneous Design and related US Trademark Registration No. 2,932,673  
Miscellaneous Design and related US Trademark Registration No. 2,899,321  
Miscellaneous Design and related US Trademark Registration No. 2,914,415  
HUG ME and related US Trademark Registration No. 2,941,535  
Miscellaneous Design and related US Trademark Registration No. 2,899,320  
Miscellaneous Design and related US Trademark Registration No. 2,886,227  
BOO and related US Trademark Registration No. 2,941,534  
DECORATE YOUR CAKE AND EAT IT TOO! and related US Trademark Registration No. 3,003,503  
Miscellaneous Design and related US Trademark Registration No. 2,815,873  
Miscellaneous Design and related US Trademark Registration No. 2,831,124  
THE BUBBLEGUM BUNCH and related US Trademark Registration No. 2,493,568  
CANDY WITH CHARACTERS and related US Trademark Registration No. 407,337  
TAFFYTOONS and related US Trademark Registration No. 2,390,518  
JAWBREAKER BUDDIES and related US Trademark Registration No. 2,269,911  
TEENSY WEENSY CANDY BASKET and related US Trademark Registration No. 2,236,213  
Miscellaneous Design and related US Trademark Registration No. 2,161,729  
Miscellaneous Design and related US Trademark Registration No. 2,163,718  
Miscellaneous Design and related US Trademark Registration No. 2,140,966  
Miscellaneous Design and related US Trademark Registration No. 2,312,782  
Miscellaneous Design and related US Trademark Registration No. 2,117,703  
Miscellaneous Design and related US Trademark Registration No. 2,119,390  
Miscellaneous Design and related US Trademark Registration No. 2,119,359  
Miscellaneous Design and related US Trademark Registration No. 2,119,355

Miscellaneous Design and related US Trademark Registration No. 2,117,679  
Miscellaneous Design and related US Trademark Registration No. 2,308,164  
Miscellaneous Design and related US Trademark Registration No. 2,130,052  
Miscellaneous Design and related US Trademark Registration No. 2,310,151  
Miscellaneous Design and related US Trademark Registration No. 2,117,672  
Miscellaneous Design and related US Trademark Registration No. 2,033,212  
Miscellaneous Design and related US Trademark Registration No. 2,054,948  
Miscellaneous Design and related US Trademark Registration No. 2,054,873  
I LOVE YOU and related US Trademark Registration No. 2,119,358  
CHUMMY CHUMS and related US Trademark Registration No. 2,066,936  
BUBBLEGUM BUDDIES and related US Trademark Registration No. 1,986,935  
PIC-A-POP RAINBOW-TREE and Design and related US Trademark Registration No. 1,510,318  
CHUCKLE CHUMS and related US Trademark Registration No. 1,748,741

#### Abandoned Applications

COCKTAIL KISSES and related U.S. Trademark Application No. 86/285,054, filed on May 19, 2014  
POPOLOGY, and related U.S. Trademark Application No. 78236155, filed on Apr. 10, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,328, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,303, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,298, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,288, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,187, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,143, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,139, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,134, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,090, filed on Feb. 26, 2003  
Miscellaneous Design and related U.S. Trademark Application No. 78/219,081, filed on Feb. 26, 2003  
CHOCO CHUMS and related U.S. Trademark Application No. 78/208,554, filed on Jan. 29, 2003  
KIDDIE KAKES and related U.S. Trademark Application No. 78/208,093, filed on Jan. 28, 2003  
TWISTIX and related U.S. Trademark Application No. 78/206,592, filed on Jan. 23, 2003  
CANDY TWISTS and related U.S. Trademark Application No. 78/187,204, filed on Nov. 20, 2002  
TWIST STICKS and related U.S. Trademark Application No. 78/187,198, Nov. 20, 2002  
KENCRAFT TRADITIONS and related U.S. Trademark Application No. 77/496,628, filed on Jun. 11, 2008  
ALPINE CONFECTIONS and related U.S. Trademark Application No. 76/362,977, filed on Jan. 24 2002  
SWEET GREETINGS and related U.S. Trademark Application No. 76/299,031, filed on Aug. 13 2001  
THROW A PARTY IN YOUR MOUTH and related U.S. Trademark Application No. 75/745,675, filed on Jul. 8, 1999  
MILLENNIPEDE, and related U.S. Trademark Application No. 75/695,748, filed on Apr. 28, 1999  
Y2K BUGS and related U.S. Trademark Application No. 75/671,321, filed on Mar. 29, 1999  
Y2KOK and related U.S. Trademark Application No. 75/670,021, filed on Mar. 29, 1999  
CLASSIC SWEETS and related U.S. Trademark Application No. 75/394,071, filed on Nov. 21, 1997  
GHOST CANDY CLIMBERS and related U.S. Trademark Application No. 75/019,014, filed on Nov. 13, 1995  
PUCKER SUCKERS and related U.S. Trademark Application No. 74/297,077, filed on Jul. 20, 1992  
SWEET FANTASIES and related U.S. Trademark Application No. 73/398,322, filed on Sep. 30, 1982  
SUGARPLUMS and related U.S. Trademark Application No. 73/398,320, filed on Sep. 30, 1982

#### All Other Marks

All other registered federal, state, and foreign trademarks and service marks and related registrations and applications and all common law marks used and owned by Assignor, whether used with goods or with services, and whether registered or not registered with the United States Patent and Trademark Office and/or with any state or foreign trademark office.