

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cocoa Dolce Chocolates, LLC		12/07/2015	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	Commerce Bank		
Street Address:	1551 N. Waterfront Parkway		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67206		
Entity Type:	state chartered bank: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3286342	COCOA DOLCE	
CORRESPONDENCE DATA			
Fax Number:	8663462028		
<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>			
Phone:	316-267-6371		
Email:	bmatthews@foulston.com		
Correspondent Name:	William P. Matthews		
Address Line 1:	1551 N. Waterfront Parkway, Suite 100		
Address Line 4:	Wichita, KANSAS 67206		
ATTORNEY DOCKET NUMBER:	006641-00004		
NAME OF SUBMITTER:	William P. Matthews		
SIGNATURE:	/William P. Matthews/		
DATE SIGNED:	12/08/2015		
Total Attachments: 2			
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source=2015-12-07 Assignment Cocoa Dolce to Commerce#page2.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this December 7, 2015, by **Cocoa Dolce Chocolates, LLC**, a Kansas limited liability company ("Assignor"), to **Commerce Bank**, a bank chartered under the laws of the State of Missouri ("Assignee").

WHEREAS, Assignor owns all the right, title and interest in and to the service mark "**COCOA DOLCE,**" registered with the United States Patent and Trademark Office on August 28, 2007, as Registration No. 3,286,342 (collectively, the "Mark"), together with the goodwill of the business associated therewith; and


WHEREAS, Assignor is obligated to execute this Trademark Assignment to assign all of the right, title, and interest in said Mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, free and clear of all liens, claims, mortgages, security interests, encumbrances and pledges, all of its right, title and interest in and to the Mark, including without limitation, all common law rights in and to the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from use of the Mark, and all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as said interest could have been held and enjoyed by Assignor had this conveyance and assignment not been made. There are no representations, warranties, or covenants hereunder except those representations, warranties, and covenants (if any) contained in the Purchase Agreement.

Assignor further agrees, without further consideration, to promptly cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded in all applicable jurisdictions as the owner and proprietor of the rights hereby conveyed.

COCOA DOLCE CHOCOLATES, LLC

Date: 12-07-2015

By: 
Beth Tully, Member and President

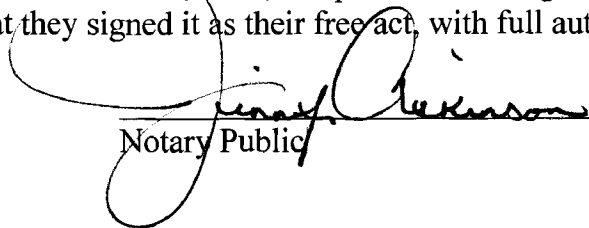
By: 
Jay Tully, Member


ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF SAGWICK)

On this 7th day of December, 2015, before me appeared Beth Tully and Jay Tully, as the officer and members of Cocoa Dolce Chocolates, LLC, the persons who signed this Trademark Assignment, who acknowledged that they signed it as their free act, with full authority to do so.

My Commission Expires:
5/30/18



Notary Public

