

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444959

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
EFC Group, LLC		09/26/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Parker Products Holdings, LLC
Street Address:	630 Fifth Avenue, Suite 400
Internal Address:	Rockefeller Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85649828	CRUNCHLET
Serial Number:	85931420	DROPLET
Serial Number:	77712463	KEEPING FOOD REAL.MAKING LIFE SWEET
Serial Number:	77174804	ORGANIC CONFECTIONS
Serial Number:	77242112	PARKER
Serial Number:	86714404	PARKER
Serial Number:	85913893	SOFLET
Serial Number:	85649795	STARLET

CORRESPONDENCE DATA

Fax Number: 6123393061

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: 512-492-6413

Email: tmg@slwip.com

Correspondent Name: Pamela B. Huff

Address Line 1: P.O. Box 2938

Address Line 2: Schwegman Lundberg & Woessner, P.A.

CH \$215.00 85649828

Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4865.000001
NAME OF SUBMITTER:	Pamela B. Huff
SIGNATURE:	/pbhuff35901/
DATE SIGNED:	09/28/2017
Total Attachments: 6 source=Parker - IP Assignment #1 (EFC Group to Parker Products Holdings)#page1.tif source=Parker - IP Assignment #1 (EFC Group to Parker Products Holdings)#page2.tif source=Parker - IP Assignment #1 (EFC Group to Parker Products Holdings)#page3.tif source=Parker - IP Assignment #1 (EFC Group to Parker Products Holdings)#page4.tif source=Parker - IP Assignment #1 (EFC Group to Parker Products Holdings)#page5.tif source=Parker - IP Assignment #1 (EFC Group to Parker Products Holdings)#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “*Assignment*”) is made effective as of September 26, 2017 (the “*Effective Date*”), by EFC Group, LLC, a Texas limited liability company (the “*Assignor*”) and Parker Products Holdings, LLC, a Delaware limited liability company (the “*Assignee*”).

RECITALS

A. In connection with that certain Contribution Agreement dated as of September 26, 2017 (the “*Contribution Agreement*”), by and among White Horse Equity, LLC, Assignor, and Assignee, Assignor has agreed to transfer and assign to Assignee certain of the assets, rights and properties of Assignor, including Assignor’s right, title and interest in and to any and all intellectual property rights and other industrial or similar proprietary rights in any jurisdiction worldwide, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (a) trademarks (including common law and registered trademarks), trade dress, service marks, certification marks, logos, slogans, trade names, brand names, corporate names, assumed names, business names and all other indicia of origin, including all registrations and applications of the foregoing and the goodwill associated with any of the foregoing; (b) works of authorship and all other copyrightable works, including all registrations, applications and extensions of the foregoing; (c) trade secrets; invention disclosures, techniques, business and technical information, know-how, non-public information, and confidential information; and (d) inventions, ideas, discoveries, developments, whether or not any of the foregoing are patentable, and any issued patents and pending patent applications, including any divisionals, continuations, continuations in part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, and all such intellectual property rights used in the conduct of the business of Parker Products, LLC and the intellectual property listed on the attached Attachment A (the “*Intellectual Property*”).

B. Assignee desires to obtain all right, title and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the Assignor’s entire worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee’s use and enjoyment, and for the use and enjoyment of Assignee’s 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.

Section 2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee’s expense, Assignor and its successors and

assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property. If Assignee is unable because of Assignor's unavailability or for any other reason, to secure Assignor's signature for the purpose of exercising its rights under this Section 2, Assignor hereby irrevocably designates and appoints Assignee or its designee as Assignor's agent and attorney-in-fact, to act on Assignor's behalf to execute and file any relevant applications or registrations and to do all other lawfully permitted acts to enable Assignee to exercise its rights under this Section 2 with the same legal force and effect as if executed by Assignor.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.


Section 4. GOVERNING LAW. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

EFC GROUP, LLC,
a Texas limited liability company

By: 
Name: James (Jim) K. Waldroop
Title: Sole Manager

ASSIGNEE:

PARKER PRODUCTS HOLDINGS, LLC,
a Texas limited liability company

By: _____
Name: Gregory (Greg) D. Hodder
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

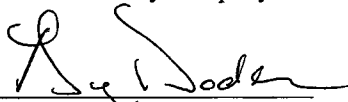
ASSIGNOR:

EFC GROUP, LLC,
a Texas limited liability company



By: _____
Name: James (Jim) K. Waldroop
Title: Sole Manager

ASSIGNEE:


PARKER PRODUCTS HOLDINGS, LLC,
a Texas limited liability company

By: 
Name: Gregory (Greg) D. Hodder
Title: President

Attachment A
U.S. Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Registrant	Goods and/or Services
CRUNCHLET	85/649,828	6/12/2012	4,511,435	4/8/2014	EFC Group, LLC	Candy; candy toppings; candy for foods; candy used in the preparation of baked goods (Class 30)
DROPLET	85/931,420	5/14/2013	4,512,577	4/8/2014	EFC Group, LLC	Candy; candy toppings; candy for foods; candy used in the preparation of baked goods (Class 30)
KEEPING FOOD REAL. MAKING LIFE SWEET.	77/712,463	4/13/2009	3,914,839	2/1/2011	EFC Group, LLC	Manufacturing services for others in the field of candy and confection products for others (Class 40)
	77/174,804	5/7/2007	3,481,689	8/5/2008	EFC Group, LLC	Candy (Class 30)
	77/242,112	7/30/2007	3,514,895	10/14/2008	EFC Group, LLC	Wholesale manufacture of candy and confection products for others, the preceding expressly excluding beverages and the manufacture of beverage products (Class 40)
parker	86/714,404	8/4/2015	5,069,774	10/25/2016	EFC Group, LLC	Candy; candy toppings; candy for foods; candy used in the preparation of baked goods (Class 30); Mixes in the nature of concentrates, syrups or powders used in the preparation of ice cream (Class 30); Manufacturing services for others in the field of candy and confection products for others, the preceding expressly excluding beverages and the manufacture of beverage products; custom wholesale manufacture of candy and confection products for others, the preceding expressly excluding beverages and the manufacture of beverage products (Class 40)
SOFLET	85/913,893	4/24/2013	4,512,503	4/8/2014	EFC Group, LLC	Candy; candy toppings; candy for foods; candy used in the preparation of baked goods (Class 30)
STARLET	85/649,795	6/12/2012	4,481,833	2/11/2014	EFC Group, LLC	Mixes in the nature of concentrates, syrups or powders used in the preparation of ice cream; the preceding expressly excluding mixes for ice cream cakes (Class 30)

Foreign Trademarks

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Registrar	Goods and/or Services
	European Union	012587713	2/11/2014	012587713	4/19/2015	EFC Group, LLC	Confectionery; candy; candy toppings; candy for foods; candy used in the preparation of baked goods; mixes in the nature of concentrates, syrups or powders used in the preparation of confections and ice cream (Class 30) Retail services connected with the sale of confectionery, candy, candy toppings, candy for foods, candy used in the preparation of baked goods, mixes in the nature of concentrates, syrups or powders used in the preparation of confections and ice-cream (Class 35) Custom manufacture of candy and confection products for others (Class 40)
parker	Brazil	910590737	2/3/2016	N/A	N/A	EFC Group, LLC	Wholesale manufacture of candy and confection products for others (Class 40)
parker	Brazil	910590702	2/3/2016	N/A	N/A	EFC Group, LLC	Candy; candy toppings; candy for foods; candy used in the preparation of baked goods; mixes in the nature of concentrates, syrups or powders used in the preparation of ice cream (Class 30)
parker	Mexico	1.707.057	1/27/2016	1,645,865	6/13/2016	EFC Group, LLC	Treatment of materials; services relating to transformation of an object or substance and any process involving a change in its essential properties; services of material treatment which may be present during the production of any substance or object other than a building; custom manufacturing of candy and confection to the order and specification of others, wholesale manufacture of candy and confection products for others (Class 40)
parker	Mexico	1.707.056	1/27/2016	1,644,096	6/8/2016	EFC Group, LLC	Candy; candy toppings; candy for foods; candy used in the preparation of baked goods; mixes in the nature of concentrates, syrups or powders used in the preparation of ice cream (Class 30)