

09/27/2017

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)



U.S. DEPARTMENT OF COMMERCE
and States Patent and Trademark Office

9-25-17

RECOF
TR

103677855

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Laco, Inc.

- Individual(s)
- Partnership
- Corporation- State: Wyoming
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08-25-17

- Assignment
- Security Agreement
- Other _____
- Association
- Limited Partnership
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Atkinson Candy Company

Street Address: 1608 Frank Ave.

City: Lufkin

State: Texas

Country: USA

Zip: 75904

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Texas
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

0808599

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Sophie Mae, filing date Nov. 18, 1964, registration date May 17, 1966

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alderman Cain & Neill PLLC

Internal Address: Robert Cain, Jr.

Street Address: 122 East Lufkin Ave.

City: Lufkin

State: TX Zip: 75901

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/27/2017 KNGUYEN1 00000006 0808599

Deposit Account Number _____

Authorized User Name _____

40.00 0P

9. Signature:

James Lacy
Signature

8-30-17

Date

Laco, Inc., by James Lacy, President

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006164 FRAME: 0400

BILL OF SALE AND GENERAL ASSIGNMENT

This Bill of Sale and General Assignment (this "Bill of Sale") is made as of the ___ day of August, 2017, by Laco, Inc., a Wyoming corporation ("Seller"), pursuant to that certain Agreement of Sale and Purchase ("Purchase Agreement") dated December 31, 2012, as amended by the First Addendum to Agreement of Sale and Purchase dated July 31, 2015, and as amended and/or resolved by a Settlement Agreement and Mutual Release dated August __, 2017, by and among Laco, Inc. and Atkinson Candy Company ("Buyer").

Pursuant to the Purchase Agreement the Seller has agreed to transfer to Buyer all of the Brands (as such term and other capitalized terms used but not otherwise defined herein are defined in the Purchase Agreement), free and clear of any Liens. The Seller and Buyer desire to effect the transfer and assignment to Buyer of the Seller's interest in and rights under the Brands as set forth herein. In consideration of the Total Purchase Price provided in the Purchase Agreement and as calculated in accordance with the Settlement Agreement and Mutual Release and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby agrees as follows:

1. **Transfer of Brands.** For good and valuable consideration, the Seller hereby sells, conveys, transfers, assigns, sets over to, and vests in Buyer, their respective successors and assigns, to have and to hold unto Buyer and their respective successors and assigns forever, the Brands, including, specifically, the Brands and associated intellectual property set forth in Exhibit A attached hereto and incorporated herein by reference, whether active, suspended, or reinstated with a new regulation serial number, including but not limited to, Sophie Mae and Design, Reg # 0808599, Sophie Mae and Design, Reg #3180152, Sophie Mae and Design, Serial # 87246304, Slo Poke, Reg #1006430, and Black Cow, Reg # 0946899, free and clear of any and all Liens.

2. **Further Assurances.** The Seller agrees to do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, deeds, powers of attorney, assurances, and instruments of sale, conveyance, transfer and assignment and take such other actions reasonably requested by Buyer in order to more effectively sell, convey, transfer, assign, set over to and vest in Buyer, their respective successors and assigns, good and marketable title to the Brands, or for aiding and assisting in the collection of or reducing to possession by Buyer of any of the Brands.

3. **Governing Law.** This Bill of Sale shall be construed in accordance with and governed by the laws of the State of Tennessee, exclusive of its conflict of law provisions. With respect to any controversy or claim arising out of this Bill of Sale, the parties hereto agree and consent to exclusive venue and jurisdiction in the state courts in Cookeville, Tennessee, and the United States District Court for the Middle District of Tennessee.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first above written.

SELLER:

LACO, INC.,
a Wyoming corporation

By:

Name:

Its:

James Lacy

JAMES LACY

President

EXHIBIT A

The Brands

The Brands and all of the following items related thereto:

- The name "Sophie Mae" and all assumed or fictional business names, trade names and logos relating thereto, as well as all confidential or propriety information, and software and all advertising or promotional material and all rights in any internet web site and any web domains or related technology.
- For each Brand, any and all patents, patent applications, books, records and other intellectual property rights now existing or existing in the future.
- All products related to the Sophie Mae Brand.
- The Sophie Mae logo
- The name "Slo Poke"

- The name "Black Cow

- All agreements, licenses and documents associated with each of the Brands.
- Goodwill and other intangible assets or rights associated with the Brands.
- Trade secrets associated with the Brands to the extent they exist.
- Trade Marks, Service Marks, designs and copyrights as set forth below:
 - Sophie Mae and Design, Reg # 0808599
 - Sophie Mae and Design, Reg # 3180152
 - Sophie Mae and Design, Serial # 87246304
 - Slo Poke, Reg # 1006430
 - Black Cow, Reg # 0946899

ALDERMAN CAIN & NEILL

PLLC
ATTORNEYS AT LAW

Robert Alderman, Jr.

Robert T. Cain, Jr.

Erika L. Neill

September 21, 2017

Robert T. Cain, Jr.
Board Certified - Civil Appellate Law
Texas Board of Legal Specialization
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Mail Stop Assignment Recordation Branch
Director of the USPTO
P. O. Box 1450
Alexandria VA 22313-1450

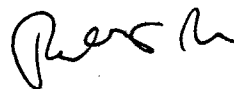
In Re: Trademark Registration No. 0808599
Name of Trademark: Sophie Mae

To Whom It May Concern:

Enclosed please find: (1) Recordation Form Cover Sheet, (2) a copy of the Bill of Sale and General Assignment, and (3) a check in the amount of FORTY DOLLARS and NO/100 (\$40.00) made payable to United States Patent and Trademark Office regarding Trademark Registration No. 0808599, Sophie Mae.

Should you have any questions or comments please advise.

Yours truly,



Robert T. Cain, Jr.

RTCJr:lm
Enclosures

ALDERMAN CAIN & NEILL PLLC

122 East Lufkin Avenue
Lufkin, Texas 75901-2805
www.acnlaw.com

RECORDED: 09/25/2017

TRADEMARK
REEL: 006164 FRAME: 0404