

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488098

<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>
New England Confectionery Company, Inc.		08/29/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sweethearts Candy Co LLC		
<b>Street Address:</b>	200 Greenwich Avenue		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0178993		
<b>Registration Number:</b>	1439372		
<b>Registration Number:</b>	4534891	ARE YOU CLARK ENOUGH?	
<b>Registration Number:</b>	0525887	CANADA	
<b>Registration Number:</b>	0072495	CANADA	
<b>Registration Number:</b>	3930281		
<b>Registration Number:</b>	3930282		
<b>Registration Number:</b>	2195932	CANDY HOUSE CANDY BUTTONS	
<b>Registration Number:</b>	0072494	CHASE	
<b>Registration Number:</b>	1001117	CLARK	
<b>Registration Number:</b>	3980348	GET REAL ALL NATURAL	
<b>Registration Number:</b>	1470821	HAVILAND	
<b>Registration Number:</b>	3967021	HAVILAND	
<b>Registration Number:</b>	0095225	MARY JANE	
<b>Registration Number:</b>	1393466	MARY JANE	
<b>Serial Number:</b>	87150393	MIGHTY JOE	
<b>Registration Number:</b>	1382579	MIGHTY MALTS	
<b>Registration Number:</b>	2101335	MIGHTY MALTS	
<b>Registration Number:</b>	5070004	MIGHTY 'MELS	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	87150402	MIGHTY PRO
Serial Number:	87150400	MIGHTY QUINOA
Serial Number:	87150403	MIGHTY THINS
Registration Number:	0049295	NECCO
Registration Number:	0721683	NECCO
Registration Number:	3988322	NECCO WAFERS
Registration Number:	2853275	NECCO
Registration Number:	1251252	NECCO OLD FASHIONED CANDY BUTTONS
Registration Number:	3926236	OFFICIAL CANDY OF LOVE
Registration Number:	0035212	PEACH BLOSSOMS
Registration Number:	4165557	POUR YOUR HEART OUT
Registration Number:	0355165	SKY BAR
Registration Number:	2937572	SLAP STIX
Registration Number:	2259589	SWEET TALK
Registration Number:	3270829	SWEETHEARTS
Registration Number:	2172266	SWEETHEARTS

#### CORRESPONDENCE DATA

Fax Number: 2123262061

*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: 212-728-5718

Email: abanks@omm.com

Correspondent Name: Andrew M. Banks

Address Line 1: O'Melveny & Myers LLP

Address Line 2: Times Square Tower, 7 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	734340-02
NAME OF SUBMITTER:	Alexandra C. Echery
SIGNATURE:	/ace/
DATE SIGNED:	08/30/2018

#### Total Attachments: 13

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made as of August 29, 2018 (the “Effective Date”) by and between New England Confectionery Company, Inc. a Delaware corporation (in Bankruptcy) (the “Assignor”), represented by Harold B. Murphy, in his capacity as the duly appointed Chapter 11 trustee (the “Trustee”) for the bankruptcy estate in the Assignor’s bankruptcy case (United States Bankruptcy Court for the District of Massachusetts, Chapter 11 Case No. 18-11217), and Sweethearts Candy Co LLC, a Delaware limited liability company with an address of 200 Greenwich Avenue, Greenwich, CT 06830 (the “Assignee”).

WHEREAS, pursuant to the Bill of Sale dated as of May 30, 2018 (attached hereto as Exhibit A), and the *Order Approving and Authorizing Sale of Certain of Estate’s Assets Free and Clear of any and All Liens, Claim, Encumbrances, and Other Interests and Granting Related Relief* [Bankruptcy Case docket no. 285] (the “Sale Order”), Assignee acquired the Trustee’s right, title, and interest in the assets of Assignor described in the Sale Order, including the trademarks listed on Exhibit B (the “Trademark Property”).

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

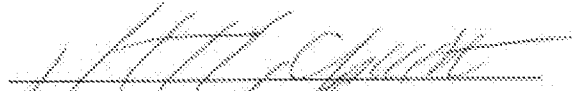
1. Pursuant to the Sale Order, the Trustee hereby assigns, transfers and otherwise conveys to Assignee all of his right, title, and interest in and to (a) the Trademark Property and (b) all claims, demands and causes of action for the past infringement of the Trademark Property;
2. Assignor shall take all actions reasonably requested by the Assignee to enable Assignee to record the Assignment of the Trademark Property with the United States Trademark Office and with the Canadian Trademark Office; and

3. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same assignment.

[Signature Page Follows]

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

ASSIGNOR  
New England Confectionery Company, Inc.

By: 

Harold B. Murphy, In His Capacity  
As Chapter 11 Trustee Of New  
England Confectionery Company,  
Inc.

ASSIGNEE  
Sweethearts Candy Co LLC

By: \_\_\_\_\_

Name: Michael Cramer  
Title: Vice President

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

ASSIGNOR  
New England Confectionery Company, Inc.

By: \_\_\_\_\_

Harold B. Murphy, In His Capacity  
As Chapter 11 Trustee Of New  
England Confectionery Company,  
Inc.

ASSIGNEE  
Sweethearts Candy Co LLC

By: \_\_\_\_\_

Name: Michael Cramer  
Title: Vice President

# EXHIBIT A

[Bill of Sale]



## BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”), dated as of May 30, 2018, is made by Harold B. Murphy (the “Trustee”), not individually, but as the Chapter 11 trustee for New England Confectionary Company, Inc. (the “Debtor”), for the benefit of Sweethearts Candy Co LLC, a Delaware limited liability company (the “Buyer”).

Pursuant to the Order of the United States Bankruptcy Court for the District of Massachusetts entered on May 29, 2018 (the “Order”), (a) authorizing the Trustee to effectuate the Asset Purchase Agreement (the “APA”) with the Buyer’s assignor, Round Hill Investments LLC, a Delaware limited liability company, (b) authorizing the sale of substantially all of the Debtors’ assets by private sale (the “Sale”) free and clear of all liens, claims and interests, and (c) for related relief<sup>1</sup>; and in consideration of the sum of \$17,330,000 Dollars (\$17,330,000), as adjusted in accordance with the terms of the APA, the Trustee does hereby sell, assign, transfer and convey to Buyer free and clear of all Liens, claims, interests, encumbrances and liabilities of any person (as provided in the Order), on an AS IS, WHERE IS, WITH ALL FAULTS basis, without representation or warranty of any kind whatsoever, all of the tangible personal property of New England Confectionary Company, Inc., a Delaware corporation (“NECCO”), located at the Facility on the Closing Date, including, without limitation:

(a) all credits, deferred charges, advanced payments, deposits (including customer deposits and security deposits for rent, but excluding utility deposits) and prepaid charges and expenses of NECCO and/or the Estate;

(b) the Assumed Contracts (as defined in the APA);

(c) all rights, claims, causes of action and credits of NECCO, to the extent relating directly to any Purchased Asset or Assumed Liability (as defined in the APA), including, without limitation, any such item arising under any guarantee, warranty, indemnity, right of recovery, right of set-off or similar right of NECCO in respect of any Purchased Asset or Assumed Liability;

(d) all rights under nondisclosure, confidentiality or similar agreements entered into with third parties in connection with the sale of the Business or any part of the Business;

(e) all accounts receivable held by or owed to NECCO and/or the Estate, including, without limitation, all accounts receivable and charged-off accounts receivable as of the close of business on the date prior to the date hereof, as listed on the attached **Schedule 1.1(e)** (the “Receivables”) and, for the avoidance of doubt, all Documents relating to such Receivables, whether in tangible or electronic form, including invoices, purchase orders, proof of shipping and delivery, contracts of purchase, warranties, correspondence and customer data (including customer lists, mailing lists, email address lists, sales records, customer files and account histories);

(f) all raw materials, work-in-process and finished goods, and other items of inventory (collectively, “Inventory”) owned by NECCO and/or the Estate, including, without limitation, all Inventory listed or described on **Schedule 1.1(f)** attached hereto and incorporated herein by this reference;

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<sup>1</sup> Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings ascribed to them in the APA.

(g) all tangible assets, including all machinery, equipment (including but not limited to the cogeneration facility and all related equipment located at the Facility), tools, vehicles, computer equipment, software, furniture and fixtures, artwork, pictures, tradebooths, office supplies, tools, rolling stock, molds, dies, tooling, leasehold improvements and other property and equipment owned or used by NECCO and/or the Estate, including, without limitation, all of the foregoing items listed or described on **Schedule 1.1(g)(i)** attached hereto and incorporated herein by reference but excluding all tangible assets previously sold, whether sold to Hershey or one or more of its Affiliates or otherwise and listed on **Schedule 1.1(g)(ii)**; provided, that, the foregoing shall not include any assets used but not owned by NECCO and/or the Estate that arise from Excluded Contracts;

(h) all databases, customer lists, mailing lists, documentation and agreements related to offers to purchase NECCO or any of NECCO's and/or the Estate's assets (including any contact information for such offerees), internet servers, and intellectual property and related rights owned or used by NECCO and/or the Estate, including patents, trademarks, tradenames, service marks, domain names, copyrights (including but not limited to the registered patents, trademarks, copyrights and domain names set forth on **Schedule 1.1(h)**), and other similar designations of source or origin (and all applications and registrations for the foregoing), trade secrets, know how, all historic catalogs, engineering, artwork, copywriting, document and data files, images, pictures, photos, creative copy and drafts, brochures, catalogues, brand logos, corporate photographs, recipes, designs, artwork design and copy for current and future catalogs and marketing materials, including the "New England Confectionery Company, Inc." and "NECCO" names and all variations thereof, and all goodwill and other intangible assets primarily associated with each of the foregoing items and the Business; provided, that, the foregoing shall not include any assets used but not owned by NECCO and/or the Estate that arise from Excluded Contracts;

(i) to the extent applicable, all certificates of title and other documentation necessary to convey title to the equipment included in the Purchased Assets;

(j) all warranties, guarantees and similar rights related to the Purchased Assets, including, without limitation, warranties and guarantees made by suppliers, manufacturers and contractors under the Purchased Assets, and claims against suppliers and other third parties in connection with the Assumed Contracts;

(k) bank account number 1010109227 of NECCO and/or the Estate located at Eastern Bank;

(l) all approvals, authorizations, consents, franchises, licenses, permits, waivers, grants, concessions, exceptions, registrations or certificates of governmental and nongovernmental authorities held by NECCO and/or the Estate, or Seller on behalf of NECCO and/or the Estate, that are related to the Purchased Assets (collectively, the "Permits"), including, but not limited to, the foregoing items listed or described on **Schedule 1.1(l)**; and

(m) all Documents (as defined in the APA) (other than documents related to Employees (as defined in the APA)), including, without limitation, customer and supplier lists and Documents relating to products, services, marketing, advertising, promotional materials, and all files, customer files, sales information and documents (including credit information), supplier lists, records, literature and correspondence, that are located at the Facility and related to the Purchased Assets.

*[Signature page follows]*

IN WITNESS WHEREOF, the Trustee has duly executed this Bill of Sale as of the date first written above.

HAROLD B. MURPHY, AS CHAPTER 11  
TRUSTEE OF NEW ENGLAND  
CONFECTIONERY COMPANY, INC.



By: Harold B. Murphy, as Chapter 11 Trustee and  
not individually

ACCEPTED AND AGREED:










SWETHEARTS CANDY CO LLC



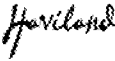

By: Michael Cramer




Title: Vice President


# EXHIBIT B

Exhibit B

Trademark	Country	App No	App Date	Reg. No	Reg. Date	Status	Next deadline
	United States of America	71162561	19-Apr-1922	0178993	5-Feb-1924	Registered	Renewal due Feb 5, 2024
	United States of America	73607936	3-Jul-1986	1439372	12-May-1987	Registered	Renewal due May 12, 2027
ARE YOU CLARK ENOUGH?	United States of America	86015918	22-Jul-2013	4534891	20-May-2014	Registered	Section 8 & 15 due May 20, 2020
CANADA	United States of America	71540443	7-Nov-1947	0525887	6-Jun-1950	Registered	Renewal due June 6, 2020
	United States of America	71036080	13-Jul-1908	0072495	26-Jan-1909	Registered	Renewal due Jan 26, 2029
CANDY BUTTONS (B&W) TRADE DRESS 	United States of America	85/019,792	21-Apr-2010	3930281	8-Mar-2011	Registered	Renewal due March 8, 2021 
CANDY BUTTONS (COLOR) TRADE DRESS 	United States of America	85020233	22-Apr-2010	3930282	8-Mar-2011	Registered	Renewal due March 8, 2021 
CANDY HOUSE CANDY BUTTONS	United States of America	75378940	24-Oct-1997	2195932	13-Oct-1998	Registered	Renewal due Oct 13, 2018

Trademark	Country	App No	App Date	Reg No	Reg. Date	Status	Next deadline
	United States of America	71036079	13-Jul-1908	0072494	26-Jan-1909	Registered	Renewal due Jan 26, 2019
CLARK	Canada	367803	5-Sep-1973	TMA237624	30-Nov-1979	Registered	Renewal due Nov 30, 2024
CLARK	United States of America	73011924	23-Jan-1974	1001117	7-Jan-1975	Registered	Renewal due Jan 7, 2025
	United States of America	85007205	6-Apr-2010	3980348	21-Jun-2011	Registered	Renewal due June 21, 2021
HAVILAND	United States of America	73607935	3-Jul-1986	1470821	29-Dec-1987	Registered	Renewal due Dec 29, 2027
	United States of America	77827248	15-Sep-2009	3967021	24-May-2011	Registered	Renewal due May 24, 2021
<b>MaryJane</b>	United States of America	71069682	9-Apr-1913	0095225	3-Feb-1914	Registered	Renewal due Feb 3, 2024
MARY JANE	Canada	0593484	15-Oct-1987	TMA368099	27-Apr-1990	Registered	Renewal due April 27, 2020
MARY JANE (Newfoundland)	Canada	0991060	23-May-1922	NFLD1060	23-May-1922	Registered	
	United States of America	73559725	23-Sep-1985	1393466	13-May-1986	Registered	Renewal due May 13, 2026
MIGHTY JOE	United States of America	87150393	25-Aug-2016			Allowed	SOU/3rd ext due Sep 8, 2018

Trademark	Country	App No	App Date	Reg No	Reg Date	Status	Next deadline
MIGHTY MALTS	United States of America	73545309	27-Jun-1985	1382579	11-Feb-1986	Registered	Renewal due Feb 11, 2026
MIGHTY MALTS	United States of America	75166923	16-Sep-1996	2101335	30-Sep-1997	Cancelled	Renewal that was due on Sep 30, 2017 was NOT accepted
MIGHTY 'MELS	United States of America	86805051	30-Oct-2015	5070004	25-Oct-2016	Registered	Section 8 & 15 due October 25, 2022
MIGHTY PRO	United States of America	87150402	25-Aug-2016			Allowed	SOU/3rd ext due Sep 8, 2018
MIGHTY QUINOA	United States of America	87150400	25-Aug-2016			Allowed	SOU/2nd Ext due Aug 15, 2018
MIGHTY THINS	United States of America	87/150,403	25-Aug-2016			Allowed	SOU/2nd Ext due Aug 15, 2018
NECCO	United States of America	71005724	15-May-1905	0049295	30-Jan-1906	Registered	Renewal due Jan 30, 2026
NECCO	Canada	1111410	1-Aug-2001	TMA581150	9-May-2003	Registered	Renewal due May 9, 2032
	United States of America	72112855	31-Jan-1961	0721683	19-Sep-1961	Registered	Renewal due Sep 19, 2021
	United States of America	85032102	6-May-2010	3988322	5-Jul-2011	Registered	Renewal due July 5, 2021
	United States of America	76532076	14-Jul-2003	2853275	15-Jun-2004	Registered	Renewal due June 15, 2024

Trademark	Country	App No	App Date	Reg No	Reg Date	Status	Next deadline
	United States of America	73275973	29-Aug-1980	1251252	13-Sep-1983	Registered	Renewal due Sep 13, 2023
OFFICIAL CANDY OF LOVE	United States of America	77692308	16-Mar-2009	3926236	1-Mar-2011	Registered	Renewal due March 1, 2021
PEACH BLOSSOMS	United States of America	70035212	11-Sep-1900	0035212	9-Oct-1900	Registered	Renewal due Oct 9,2020
POUR YOUR HEART OUT	United States of America	85277128	25-Mar-2011	4165557	26-Jun-2012	Registered	Section 8 & 15 due June 26, 2018, Grace period ends Dec 26, 2018
SKY BAR	Canada	0314383	28-Jun-1968	TMA165610	10-Oct-1969	Registered	Renewal due Oct 14, 2029
SKY BAR	United States of America	71398484	14-Oct-1937	0355165	8-Mar-1938	Registered	Renewal due March 8, 2028
SLAP STIX	United States of America	76583926	26-Mar-2004	2937572	5-Apr-2005	Registered	Renewal due April 5, 2025
SWEET TALK	United States of America	75523918	22-Jul-1998	2259589	6-Jul-1999	Registered	Renewal due July 6, 2019
SWEETHEARTS	United States of America	76666975	4-Oct-2006	3270829	31-Jul-2007	Registered	Renewal due July 31, 2027
SWEETHEARTS	United States of America	75145525	5-Aug-1996	2172266	14-Jul-1998	Registered	Renewal due July 14, 2028