

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489527

<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>
SPANGLER CANDY COMPANY		08/20/2018	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forgione Candy, LLC		
<b>Street Address:</b>	233 S. Federal Hwy.		
<b>Internal Address:</b>	Apt. 915		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33432		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4534891	ARE YOU CLARK ENOUGH?	
<b>Registration Number:</b>	1001117	CLARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126618002		
<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>			
<b>Phone:</b>	2126618000		
<b>Email:</b>	info@lmiplaw.com		
<b>Correspondent Name:</b>	Elizabeth Lee		
<b>Address Line 1:</b>	30 BROAD STREET, 21ST FLOOR		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Elizabeth Lee		
<b>SIGNATURE:</b>	/e/		
<b>DATE SIGNED:</b>	09/11/2018		
<b>Total Attachments: 4</b>			
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## PURCHASE AND ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY PURCHASE AND TRADEMARK ASSIGNMENT AGREEMENT (hereinafter "Agreement"), dated August 20, 2018, (hereinafter "Effective Date") is made and entered into by and among Spangler Candy Company (hereinafter "Spangler" or "Assignor") an Ohio corporation on behalf of itself and all of its controlled affiliates, and Forgione Candy, LLC a Florida corporation (hereinafter "Forgione" or "Assignee");

WHEREAS, Spangler is the owner of certain registered trademarks identified in Exhibit A (the "Trademark Registrations"), trademarks, trade dress, copyrights, formulas, and manufacturing process, as identified in Exhibit A (the "IP") and of certain domain names identified in Exhibit A (the "Domain Names");

WHEREAS, Spangler desires to transfer all of the rights, title and interest in and to the IP and Trademark Registrations to Forgione;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire rights, title, and interest in and to the IP and the Trademark Registrations, including the goodwill of the business associated therewith or symbolized thereby, together with any renewals and extensions thereof and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country now or hereafter in effect, for Assignee's own 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, together with all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing and the right to sue, and recover for past, present, or future infringement or other unauthorized use of the IP and Trademark Registrations assigned to Assignee hereunder.

To the extent that Spangler is seeking to perfect the ownership of the Trademarks and Spangler's ownership of the Trademarks has not been perfected by the Effective Date, Assignor agrees to promptly assign ownership of the Trademarks to Assignee, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Spangler further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks.

2. Execution and Delivery. Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks (including any common law rights and goodwill that may exist in the Trademarks), Copyrights and Domain Names and to protect and enforce the Trademarks.

3. Representations of Assignor. Assignor represents to the Assignee as follows:

(A) Assignor owns good and valid title to the IP and Trademark Registrations (including Proprietary Rights associated with the trademarks) free and clear of all liens, encumbrances, and security interests. "Proprietary Rights" means all of the following in any jurisdiction throughout the world: (i) patents, patent applications and patent disclosures; and (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and internet domain names, together with all goodwill associated with each of the foregoing, including those set forth on Schedule (A).

(B) Assignor is in compliance, in all material respects, with all laws applicable to the Trademarks being conveyed and no claims or other proceedings have been filed against Assignor alleging a material violation of any such laws, and Assignor has no knowledge and has not received notice of any such violations.

4. Recordation. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications, and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives, and assigns in accordance with the terms of this instrument.

5. General. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of the parties hereto. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware (without giving reference to the principles of conflicts of law). This Assignment may be executed in any number of counterparts, all of which, taken together, shall constitute one document. Counterparts of this Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

6. Confidentiality. Assignee agrees that it shall keep confidential, and shall not publish or otherwise disclose, and shall not use for any purpose, any confidential information disclosed to it by Assignor. Furthermore, Assignee agrees not to disclose Seller's name or confidential information in any press release related to the purchase of the Trademarks in this Agreement.

7. Indemnification and hold harmless.

Spangler shall indemnify, defend and hold Forgione (hereinafter "Indemnitee") harmless if the Indemnitee is a party or is threatened to be made a party to any threatened or pending action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, and in any

appeal in such action, suit or proceeding, against any and all liabilities, obligations (whether known or unknown, or due or to become due or otherwise), judgments, fines, fees, penalties, interest obligations, deficiencies, other actual losses and reasonable expenses (including, without limitation amounts paid in settlement, interest, court costs, costs of investigators, reasonable fees and expenses of attorneys, accountants, financial advisors and other experts) incurred or suffered by Indemnitee in connection with such action, suit or proceeding arising out of or pertaining to any actual or alleged action or omission which arises out of, or relates to the inaccuracy of any representation or warranty made by Spangler contained in this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of each party to this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

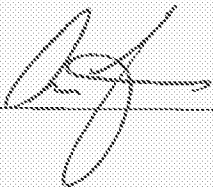
SPANGLER CANDY COMPANY

Name: 

Title: CEO

**ASSIGNEE:**

Forgione Candy, LLC

Name: 

Title: CEO

Exhibit A

Trademark Registrations

ARE YOU CLARK ENOUGH?	United States of America	86/015,918	22-Jul-2013	4,534,891	20-May-2014
CLARK	United States of America	73/011,924	23-Jan-1974	1,001,117	7-Jan-1975
CLARK	Canada	367,803	05-Sep-1973	TMA237624	30-Nov-1979

IP

Trademarks

CLARK

ARE YOU CLARK ENOUGH?

~~I WANT A CLARK BAR (& Giraffe Design)~~

~~Giraffe Design~~

Trade Dress

Clark Bar

Clark JR

Clark Bites

Clark Minis

Domain Names

[None available]

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