

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spangler Candy Company		10/02/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	STEVAL		
Street Address:	18331 N. Elizabeth Shore Loop		
City:	Cypress		
State/Country:	TEXAS		
Postal Code:	77433		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0035212	PEACH BLOSSOMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5416020723		
Email:	clribera@yahoo.com		
Correspondent Name:	Carmen Luz Ribera		
Address Line 1:	18331 N. Elizabeth Shore Loop		
Address Line 4:	Cypress, TEXAS 77433		
NAME OF SUBMITTER:	Carmen Luz Ribera		
SIGNATURE:	/Carmen Luz Ribera/		
DATE SIGNED:	11/12/2018		
Total Attachments: 5			
source=Trademark Assignment and Spangler Clarification#page1.tif			
source=Trademark Assignment and Spangler Clarification#page2.tif			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of October 3, 2018 (the "Effective Date") by and between Spangler Candy Company, a corporation organized under the laws of the State of Ohio ("Assignor"), and STEVAL LLC, a LLC organized under the laws of the State of TEXAS ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States Trademark Registrations identified in Exhibit A attached hereto and made a part hereof (the "Marks").

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

1. Assignment. Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire right, title, and interest in and to the Marks, 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 all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement or other unauthorized use of the Marks assigned to Assignee hereunder.

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

(A) Assignor owns good and valid title to the Marks (including Proprietary Rights) 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 2(A).

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

3. 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 Marks and title

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: *[Signature]*

Title: CEO

ASSIGNEE:

L STEVAL LLC

Name: *[Signature]*

Title: OWNER

Exhibit A					
PEACH BLOSSOMS	United States of America	70/355,212	11-Sep-1900	35,212	9-Oct-1900

Memorandum

To: Spangler Candy Company
From: McDonald Hopkins LLC
Date: October 24, 2018
Re: Recordation of Trademarks with USPTO

Issue

You requested that we address the questions that have arisen regarding the recordation of the trademark assignments with the USPTO related to the former NECCO trademarks.

Analysis

We have gotten questions as to how the date of the purported trademark assignment from New England Confectionery Company, Inc. ("NECCO") to SCC Services, LLC f/k/a Sweethearts Candy Co. LLC ("Sweethearts") is August 29, 2018 when the assignment from Sweethearts to Spangler Candy Company ("Spangler") is dated August 3, 2018. We have included below a screen shot from the USPTO of the assignments recorded for the mark MIGHTY 'MELS as an example of this issue.

The screenshot displays three trademark assignment records for the mark 'MIGHTY 'MELS'. Each record includes the following information:

- Assignment 1:** Recorded on 08/14/2018. Assignor: NECCO CONFECTIONERY COMPANY, INC. Assignee: SCC SERVICES, LLC. Record Date: 08/14/2018. Page: 14.
- Assignment 2:** Recorded on 08/14/2018. Assignor: SWEETHEARTS CANDY CO. LLC. Assignee: SCC SERVICES, LLC. Record Date: 08/14/2018. Page: 8.
- Assignment 3:** Recorded on 08/30/2018. Assignor: SWEETHEARTS CANDY CO. LLC. Assignee: SPANGLER CANDY COMPANY. Record Date: 08/30/2018. Page: 10.

The records show that the assignment to SCC Services, LLC was recorded on August 14, 2018, while the assignment to Spangler Candy Company was recorded on August 30, 2018. The assignment from Sweethearts to SCC Services, LLC is dated August 29, 2018, and the assignment from Sweethearts to Spangler Candy Company is dated August 3, 2018.

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As shown above, the assignment from Sweethearts to Spangler was effective as of August 3, 2018 and was recorded with the USPTO on August 16, 2018. The USPTO website originally indicated that the purported assignment from NECCO to Sweethearts was effective on August 29, 2018 and was recorded on the same day. This however is not accurate, the effective date of the transfer from NECCO to Sweethearts of the trademarks is not August 29, 2018, but instead is May 30, 2018. The Bill of Sale, which is attached to and incorporated within the purported assignment is the effective document that transferred the trademarks from NECCO to Sweethearts. The Bill of Sale has a date of May 30, 2018. Please see the screenshot from the Bill of Sale below.

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 relief¹; 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:

Further, the purported trademark assignment even acknowledges the above. See the screen shot from the purported trademark assignment's second paragraph, which indicates that through the Bill of Sale Sweethearts acquired the trademarks. The purported trademark assignment was merely a document utilized to record the Bill of Sale.

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").

Therefore, in light of the foregoing, the trademarks were actually assigned from NECCO to Sweethearts on May 30, 2018. To reflect this, we filed a corrective assignment cover sheet that indicates that the effective date of assignment of the trademarks from NECCO to Sweethearts is May 30, 2018, not the previously indicated August 29, 2018. This corrective assignment is reflected above in the first screen shot under Assignment 1. We feel, therefore, that there should be no issues related to the assignment chain from NECCO to Sweethearts and then to Spangler.

If you have any questions or need any additional information, please let us know.

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