

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEARSON CANDY COMPANY		11/15/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	ST. PAUL CANDY COMPANY		
Street Address:	222 S. Ninth Street, Suite 2800		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5460052	7TH STREET CONFECTIONS	
Registration Number:	2112401		
Registration Number:	0201022	BIT-O-HONEY	
Registration Number:	4676184	BIT-O-HONEY	
Registration Number:	0371667	BUN	
Registration Number:	2257335	BUN	
Registration Number:	2093091	DUDLEY P. NUTT	
Serial Number:	87831593	DUDLEY P. NUTT	
Registration Number:	4508358	FOURSOME PACK	
Registration Number:	1052149	NUT GOODIE	
Registration Number:	0671289	PEARSON'S	
Registration Number:	0684165	PEARSON'S	
Registration Number:	4741804	PEARSON'S SALTED NUT ROLL	
CORRESPONDENCE DATA			
Fax Number:	6784209301		
<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:	6784209300		
Email:	hathcockk@ballardspahr.com		
TRADEMARK			

OP \$340.00 5460052

Correspondent Name: Kevin Hathcock
Address Line 1: 999 Peachtree Street, Suite 1000
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Kevin W. Hathcock

SIGNATURE: /Kevin W. Hathcock/

DATE SIGNED: 11/16/2018

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 16th day of November, 2018, by Pearson Candy Company, a Minnesota corporation ("Assignor"), having an address of 2140 W 7th Street, St. Paul, Minnesota 55116, in favor of St. Paul Candy Company, a Minnesota corporation ("Assignee"), having an address of 222 S. Ninth Street, Suite 2800, Minneapolis, Minnesota 55402.

Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademark registrations and/or trademark applications set forth on Exhibit A (the "Marks"). Assignor has agreed to assign to Assignee all legal and beneficial right, title, interest and licenses in and to the Marks together with goodwill of the business associated with and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor sells, assigns and transfers to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made. Such sale, assignment and transfer is free and clear of all liens, claims and encumbrances of whatever kind or character and includes any and all of Assignor's rights, privileges and priorities provided under applicable law with respect to the Marks, including, without limitation, Assignor's common law rights and rights under the laws of unfair competition, any and all rights to bring an action, whether at law or in equity, for infringement, misappropriation, unfair competition, dilution or other violation, any and all rights to any income, royalties, damages and payments which become due or payable in respect thereof on or after the effective date of this Trademark Assignment, and any and all rights in and to all claims (including claims for past infringement or misappropriation of intellectual property rights and the rights to any damages, proceeds and other remedies or recoveries relating thereto), counterclaims, defenses, causes of action, demands, judgments, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind of Assignor against any third party, to the extent relating to the Marks (regardless of whether such rights are exercisable).

2. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will at upon reasonable request, without further consideration, execute such additional writings necessary for the maintenance and renewal of the Marks before the United States Patent and Trademark Office or any applicable foreign trademark office, as Assignee or its successors and assigns may deem reasonably necessary.

3. Assignor hereby authorizes Assignee to record this Assignment with United States Patent and Trademark Office and any other applicable foreign trademark offices. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

4. For the purposes of any intent to use trademark applications or registrations wherein a statement of use has not yet been filed, Assignee is the successor to at least that portion of Assignor's business to which such trademark applications or registrations pertain, and to which such portion of business is ongoing and existing.

5. This Assignment and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

PEARSON CANDY COMPANY

By: 
Name: Michael Keller
Title: Authorized Signatory

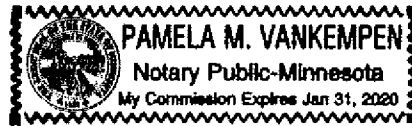
STATE OF Minnesota

COUNTY OF Ramsey

On Nov. 15, 2019 before me, Pamela Van Kempen, Notary Public in and for said State, personally appeared Michael Keller, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC



[Signature Page to Trademark Assignment]

ASSIGNEE:

ST. PAUL CANDY COMPANY

By: 

Name: Michael Keller

Title: Authorized Signatory

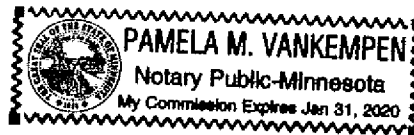
STATE OF Minnesota

COUNTY OF Ramsey

On Nov. 15, 2014 before me, Pamela Van Kampen, Notary Public in and for said State, personally appeared Michael Keller proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Pamela M Van Kampen
SIGNATURE OF NOTARY PUBLIC



[Signature Page to Trademark Assignment]

DMNORTH #6652369 v1

TRADEMARK
REEL: 006483 FRAME: 0248

EXHIBIT A
TO TRADEMARK ASSIGNMENT

Mark	Registration No. / Serial No.	Registration / Filing Date	Jurisdiction
7TH STREET CONFECTIONS & Design	5460052	5/1/2018	USA
Bee Design	2112401	11/11/97	USA
BIT-O-HONEY	0201022	7/14/25	USA
BIT-O-HONEY	4676184	1/20/15	USA
BUN	0371667	10/3/39	USA
BUN Stylized	2257335	6/29/99	USA
DUDLEY P. NUTT	2093091	9/02/97	USA
DUDLEY P. NUTT	87831593 - App. No.	Registration is pending	USA
FOURSOME PACK	4508358	4/01/14	USA
NUT GOODIE	1052149	11/02/76	USA
PEARSON'S	TMA444337	6/23/95	Canada
PEARSON'S	527039	7/24/96	Mexico
PEARSON'S	0671289	12/16/58	USA
PEARSON'S & Crown Design	TMA459658	6/21/96	Canada
PEARSON'S & Crown Design	520472	4/18/96	Mexico
PEARSON'S & Crown Design	0684165	8/25/59	USA
PEARSON'S SALTED NUT ROLL	4741804	5/26/15	USA