# CH \$115.00 1470

ETAS ID: TM499355

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Stylesheet Version v1.2

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:	LOG HOUSE FOODS, INC.
Street Address:	700 BERKSHIRE LANE N.
City:	PLYMOUTH
State/Country:	MINNESOTA
Postal Code:	55441
Entity Type:	Corporation: MINNESOTA

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1470821	HAVILAND
Registration Number:	3967021	HAVILAND
Registration Number:	1382579	MIGHTY MALTS
Registration Number:	5070004	MIGHTY 'MELS

### CORRESPONDENCE DATA

**Fax Number:** 6123713207

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:** 6123713501

**Email:** tmg@ballardspahr.com

Correspondent Name: Marilyn Hargens
Address Line 1: 80 South 8th Street

Address Line 2: Suite 2000

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Marilyn Hargens
SIGNATURE:	/mh/
DATE SIGNED:	11/26/2018

**Total Attachments: 4** 

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of October 2, 2018 (the "Effective Date") by and between Spangler Candy Company, a corporation organized under the laws of the State of Ohio ("Assignor"), and Log House Foods, Inc., a corporation organized under the laws of the State of Minnesota ("Assignee").

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

**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 its 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 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. <u>Recordation</u>. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state, whose duty it is to record trademark registrations, applications, and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, legal representatives, and assigns in accordance with the terms of this instrument.
- 3. 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.

4. <u>Confidentiality</u> . 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.
[Signature Page to Trademark Assignment Follows]

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

Bv
William Martin, Its President
ASSIGNEE: LOG HOUSE FOODS, INC.
By

ASSIGNOR: SPANGLER CANDY COMPANY

# Exhibit A

Trademark	Country	App No	App Date	Registration No.	Registration Date
HAVILAND	United States of America	73/607,935	3-Jul-1986	1,470,821	29-Dec-1987
Haviland	United States of America	77/827,248	15-Sep-2009	3,967,021	24-May-2011
MIGHTY MALTS	United States of America	73/545,309	27-Jun-1985	1,382,579	11-Feb-1986
MIGHTY 'MELS	United States of America	86/805,051	30-Oct-2015	5070004	25-Oct-2016

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**RECORDED: 11/26/2018**