

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499360

<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		10/02/2018	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOG HOUSE FOODS, INC.		
<b>Street Address:</b>	700 BERKSHIRE LANE N.		
<b>City:</b>	PLYMOUTH		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55441		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2101335	MIGHTY MALTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123713207		
<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>	6123713501		
<b>Email:</b>	tmg@ballardspahr.com		
<b>Correspondent Name:</b>	Marilyn Hargens		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Marilyn Hargens		
<b>SIGNATURE:</b>	/mh/		
<b>DATE SIGNED:</b>	11/26/2018		
<b>Total Attachments: 4</b>			
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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 Registration identified in Exhibit A attached hereto and made a part hereof (the “Mark”).

**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 Mark, 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 Mark assigned to Assignee hereunder.

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

Notwithstanding anything to the contrary set forth above, Assignor has disclosed, and Assignee acknowledges, that registration of the Mark was cancelled on July 11, 2018 for failure to respond to an Office Action relating to the Combined Section 8 Affidavit and Section 9 Renewal Application that was filed by Assignor’s predecessor-in-interest on August 23, 2017. Assignor’s predecessor-in-interest filed a Petition to Director to Reinstate Registration on August 3, 2018. This Assignment includes the right to pursue the aforesaid Petition to Director to Reinstate Registration.

3. **Recordation**. 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.

4. **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.

5. **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.

*[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.

**ASSIGNOR: SPANGLER CANDY COMPANY**

By \_\_\_\_\_  
William Martin, Its President

**ASSIGNEE: LOG HOUSE FOODS, INC.**

By  \_\_\_\_\_  
Josh Kasdan, Its President

Exhibit A

Trademark	Country	App No	App Date	Registration No.	Registration Date
MIGHTY MALTS	United States of America	75/166,923	16-Sept-1996	2,101,335	30-Sept-1997