

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501361

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		08/20/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Doscher's Candies LLC		
Street Address:	6926 Main Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45244		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1251252	NECCO OLD FASHIONED CANDY BUTTONS	
Registration Number:	2195932	CANDY HOUSE CANDY BUTTONS	
Registration Number:	3930281		
Registration Number:	3930282		
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	415.954.0200		
Email:	trademark@squirepb.com		
Correspondent Name:	Audrey Nicolson		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	117867.00001		
NAME OF SUBMITTER:	Audrey Nicolson		
SIGNATURE:	/audrey nicolson/		
DATE SIGNED:	12/10/2018		
Total Attachments: 4			

CH \$115.00 1251252

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of August 20, 2018 (the "Effective Date") by and between Spangler Candy Company, a corporation organized under the laws of the State of Ohio ("Assignor"), and Doscher's Candies, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is acquiring substantially all of the assets from Assignor relating to the Candy House Candy Buttons line of products; and

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. 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 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.

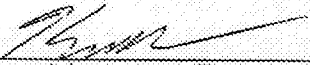
4. Confidentiality. Assignee agrees that it shall keep confidential, and shall not publish or otherwise disclose, and shall not use for any purpose, any confidential information disclosed to it by Assignor. Furthermore, Assignee agrees not to disclose Seller's name or confidential information in any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

[SIGNATURES ON FOLLOWING PAGE]

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: Kirkland B. Vashaw
Title: CEO

ASSIGNEE:

DOSCHER'S CANDIES, LLC

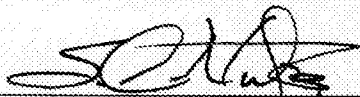
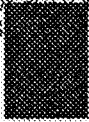
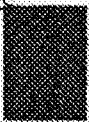
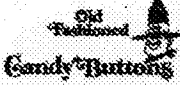

Name: S. C. Vitan
Title: Managing member

Exhibit A

CANDY BUTTONS (B&W) TRADE DRESS		United States of America	85/019,752	21-Apr-2010	3,930,281	8-Mar-2011
CANDY BUTTONS (COLOR) TRADE DRESS		United States of America	85/020,233	22-Apr-2010	3,930,282	8-Mar-2011
CANDY HOUSE CANDY BUTTONS		United States of America	75/378,940	24-Oct-1997	2,195,932	13-Oct-1998
		United States of America	73/275,973	29-Aug-1980	1,251,252	13-Sep-1983

(7562728:)

SW
8/20/18