

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510536

<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		09/28/2018	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Louise Mawhinney		
<b>Street Address:</b>	22 Frost Lane		
<b>City:</b>	Sudbury		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01776		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0355165	SKY BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	508-397-1424		
<b>Email:</b>	lmawhinney@comcast.net		
<b>Correspondent Name:</b>	Louise Mawhinney		
<b>Address Line 1:</b>	22 Frost Lane		
<b>Address Line 4:</b>	Sudbury, MASSACHUSETTS 01776		
<b>NAME OF SUBMITTER:</b>	Louise Mawhinney		
<b>SIGNATURE:</b>	/louise mawhinney/		
<b>DATE SIGNED:</b>	02/19/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of September 28, 2018 (the "Effective Date") by and between Spangler Candy Company, a corporation organized under the laws of the State of Ohio ("Assignor"), and LOUISE MAWHINNEY organized under the laws of the State of \_\_\_\_\_, ("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 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.

[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: Herb E. Van

Title: CEO

**ASSIGNEE:**

[ ]

[Signature]

Name: LOUISE MAWUNGET

Title:

**Exhibit A**

Trademark	Country	App No	App Date	Registration No	Registration Date
SKY BAR	United States of America	71/398,484	14-Oct-1937	355,155	8-Mar-1938