

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512410

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA		<u>limited liability company</u>	
Name	Formerly	Execution Date	Entity Type
Sweethearts Candy Co LLC		08/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Spangler Candy Company		
Street Address:	400 North Portland Street		
City:	Bryan		
State/Country:	OHIO		
Postal Code:	43506		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1393466	MARY JANE	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	216-348-5400		
Email:	ipmailbox@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	44895-00001		
NAME OF SUBMITTER:	Kimberly Hefner		
SIGNATURE:	/Kimberly Hefner/		
DATE SIGNED:	03/01/2019		
Total Attachments: 6			
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OP \$40.00 1393466

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into on this 3rd day of August, 2018 (the “**Effective Date**”) by and between Sweethearts Candy Co LLC, a Delaware limited liability company (“**Assignor**”) and Spangler Candy Company, an Ohio corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of record of, or has ownership rights in and to, the registered trademarks and trademark applications set forth on Schedule 1 attached hereto (collectively, the “**Assigned Trademarks**”), and Assignor desires to transfer to Assignee all right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee desires to accept such assignment for the Assigned Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, transfers, and conveys to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with all goodwill appurtenant thereto. To the extent any intent-to-use applications are included in the Assigned Trademarks, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. The foregoing assignment includes all claims, actions, rights and demands to the extent arising from the Assigned Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current or future infringement, dilution, misappropriation or violation thereof and other enforcement rights, including, without limitation, the right to collect and retain all proceeds and damages therefrom.

2. **Recordation.** Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNEE:

SWEETHEARTS CANDY CO LLC

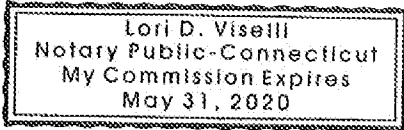
By: [Signature]
Name: Michael Cramer
Title: Manager

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

This document was signed before me
by MICHAEL CRAMER, on this 21st of July (date) 2018

WITNESS my hand and official seal.

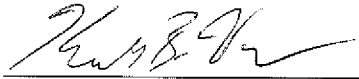
[Signature]
Notary Public



IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first above written.

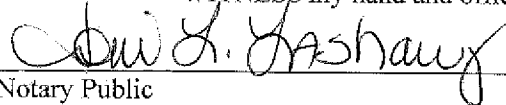
ASSIGNEE:

SPANGLER CANDY COMPANY

By: 
Name: Kirkland B. Vashaw
Title: Chairman and CEO

STATE OF Ohio)
COUNTY OF Williams) ss.



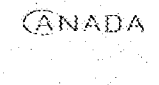
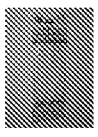


This document was signed before me
by Kirkland B. Vashaw, on this 8/2/18 (date)

WITNESS my hand and official seal.

Notary Public

JONI L. LASHAWAY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 6, 2022

SCHEDULE 1

ASSIGNED TRADEMARKS

BL No	Trademark	Country	App No	App Date	Registration No	Registration Date	Status	Next deadline
42288.00249		United States of America	71/162,561	19-Apr-1922	178,993	05-Feb-1924	Registered	Renewal due Feb 5, 2024
42288.00212		United States of America	73/607,936	03-Jul-1986	1,439,372	12-May-1987	Registered	Renewal due May 12, 2027
42288.00286	ARE YOU CLARK ENOUGH?	United States of America	86/015,918	22-Jul-2013	4,534,891	20-May-2014	Registered	Section 8 & 15 due May 20, 2020
42288.00204	CANADA	United States of America	71/540,443	07-Nov-1947	525,887	06-Jun-1950	Registered	Renewal due June 6, 2020
42288.00205		United States of America	71/036,080	13-Jul-1908	72,495	26-Jan-1909	Registered	Renewal due Jan 26, 2029
42288.00271 T01	CANDY BUTTONS (B&W) TRADE DRESS 	United States of America	85/019,792	21-Apr-2010	3,930,281	08-Mar-2011	Registered	Renewal due March 8, 2021
42288.00271 T02	CANDY BUTTONS (COLOR) TRADE DRESS 	United States of America	85/020,233	22-Apr-2010	3,930,282	08-Mar-2011	Registered	Renewal due March 8, 2021
42288.00207	CANDY HOUSE CANDY BUTTONS	United States of America	75/378,940	24-Oct-1997	2,195,932	13-Oct-1998	Registered	Renewal due Oct 13, 2018
42288.8 (T10)		United States of America	71/036,079	13-Jul-1908	72,494	26-Jan-1909	Registered	Renewal due Jan 26, 2019
42288.00209	CLARK	Canada	367,803	05-Sep-1973	TMA237,624	30-Nov-1979	Registered	Renewal due Nov 30, 2024
42288.0021	CLARK	United States of America	73/011,924	23-Jan-1974	1,001,117	07-Jan-1975	Registered	Renewal due Jan 7, 2025

42288.00261		United States of America	85/007,205	06-Apr-2010	3,980,348	21-Jun-2011	Registered	Renewal due June 21, 2021
42288.00215	HAVILAND	United States of America	73/607,935	03-Jul-1986	1,470,821	29-Dec-1987	Registered	Renewal due Dec 29, 2027
42288.8 (T09)		United States of America	77/827,248	15-Sep-2009	3,967,021	24-May-2011	Registered	Renewal due May 24, 2021
42288.00219		United States of America	71/069,682	09-Apr-1913	95,225	03-Feb-1914	Registered	Renewal due Feb 3, 2024
42288.0022	MARY JANE	Canada	593,484	15-Oct-1987	TMA368,099	27-Apr-1990	Registered	Renewal due April 27, 2020
42288.8 (T11)	MARY JANE (Newfoundland)	Canada	991,060	23-May-1922	NFLD1060	23-May-1922	Registered	
42288.00221		United States of America	73/559,725	23-Sep-1985	1,393,466	13-May-1986	Registered	Renewal due May 13, 2026
42288.00291	MIGHTY JOE	United States of America	87/150,393	25-Aug-2016			Allowed	SOU/3rd ext due Sep 8, 2018
42288.00245	MIGHTY MALTS	United States of America	73/545,309	27-Jun-1985	1,382,579	11-Feb-1986	Registered	Renewal due Feb 11, 2026
42288.00246	MIGHTY MALTS	United States of America	75/166,923	16-Sep-1996	2,101,335	30-Sep-1997	Registered	Renewal due Sep 30, 2027
42288.00289	MIGHTY 'MELS	United States of America	86/805,051	30-Oct-2015		25-Oct-2016	Registered	Section 8 & 15 due October 25, 2022
42288.00292	MIGHTY PRO	United States of America	87/150,402	25-Aug-2016			Allowed	SOU/3rd ext due Sep 7, 2018
42288.0029	MIGHTY QUINOA	United States of America	87/150,400	25-Aug-2016			Allowed	SOU/2nd Ext due Aug 15, 2018
42288.00293	MIGHTY THINS	United States of America	87/150,403	25-Aug-2016			Allowed	SOU/2nd Ext due Aug 15, 2018
42288.00222	NECCO	United States of America	71/005,724	15-May-1905	0,049,295	30-Jan-1906	Registered	Renewal due Jan 30, 2026
42288.00223	NECCO	Canada	1,111,410	01-Aug-2001	TMA 581,150	09-May-2003	Registered	Renewal due May 9, 2018 [RENEWED]

42288.00248	NECCO	United States of America	72/112,855	31-Jan-1961	721,683	19-Sep-1961	Registered	Renewal due Sep 19, 2021
42288.00266		United States of America	85/032,102	06-May-2010	3,988,322	05-Jul-2011	Registered	Renewal due July 5, 2021
42288.00224		United States of America	76/532,076	14-Jul-2003	2,853,275	15-Jun-2004	Registered	Renewal due June 15, 2024
42288.00227		United States of America	73/275,973	29-Aug-1980	1,251,252	13-Sep-1983	Registered	Renewal due Sep 13, 2023
42288.00252	OFFICIAL CANDY OF LOVE	United States of America	77/692,308	16-Mar-2009	3,926,236	01-Mar-2011	Registered	Renewal due March 1, 2021
42288.00228	PEACH BLOSSOMS	United States of America	70/035,212	11-Sep-1900	35,212	09-Oct-1900	Registered	Renewal due Oct 9, 2020
42288.00275	POUR YOUR HEART OUT	United States of America	85/277,128	25-Mar-2011	4,165,557	26-Jun-2012	Registered	Section 8 & 15 due June 26, 2018
42288.00229	SKY BAR	Canada	314,383	28-Jun-1968	TMA165,610	10-Oct-1969	Registered	Renewal due Oct 14, 2029
42288.0023	SKY BAR	United States of America	71/398,484	14-Oct-1937	355,165	08-Mar-1938	Registered	Renewal due March 8, 2028
42288.00231	SLAP STIX	United States of America	76/583,926	26-Mar-2004	2,937,572	05-Apr-2005	Registered	Renewal due April 5, 2025
42288.00234	SWEET TALK	United States of America	75/523,918	22-Jul-1998	2,259,589	06-Jul-1999	Registered	Renewal due July 6, 2019
42288.00238	SWEETHEARTS	United States of America	76/666,975	04-Oct-2006	3,270,829	31-Jul-2007	Registered	Renewal due July 31, 2027
42288.00239	SWEETHEARTS	United States of America	75/145,525	05-Aug-1996	2,172,266	14-Jul-1998	Registered	Renewal due July 14, 2028