

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arthur Schuman, Inc.		04/18/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Whisps Acquisition Corp.		
Street Address:	2100 McKinney Avenue, Suite 1600		
Internal Address:	c/o Kainos Capital LP		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4761966	WHISPS	
Serial Number:	87786995	WHISPS	
Serial Number:	88043694	CRUSH	
Serial Number:	88021258	CRUNCHEESE	
Serial Number:	88250406	IT'S ALL ABOUT THE CRUNCH	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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>			
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	04/18/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 18th day of April, 2019, is by and between Arthur Schuman, Inc., a New Jersey corporation ("Assignor"), and Whisps Acquisition Corp., a Delaware corporation ("Assignee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement by and among Assignor, Assignee, Whisp Holdings LP, a Delaware limited partnership, and Whisps Holding Company Inc., a Delaware corporation (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, directly as applicable, and Assignee has agreed to purchase, acquire and accept from Assignor, all of the Assignor's right, title and interest in, to and under all of the Acquired Assets for the consideration set forth in the Purchase Agreement, including the Assigned Intellectual Property Rights (as such term is defined in the Purchase Agreement) (the "Business Intellectual Property");

WHEREAS, it is the intention of the parties hereto to reflect the foregoing transactions by the execution and delivery of this Assignment at the Closing;

WHEREAS, the Business Intellectual Property includes the trade names, trademarks and trademark applications and registrations identified on the attached Schedule A (the "Marks"), the domain name registrations identified on the attached Schedule B (the "Domain Names") and the social media accounts identified on the attached Schedule C (the "Social Media Accounts"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property from Assignor.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of such Assignor's worldwide right, title and interest in and to the Business Intellectual Property, including, without limitation: (a) the Marks and all intellectual property rights therein, including all common-law rights therein and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; (c) the Social Media Accounts identified on Schedule C; and (d) all works of authorship, inventions, trade secrets, know-how, recipes, ingredients, formulae, processes and all other intellectual property rights included in the Business Intellectual Property, including without limitation all patent, trade secret, copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing.

Assignor further assigns to Assignee all of such Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names, Social Media Accounts and other Business Intellectual Property, including, without limitation, all rights to

pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Marks, Domain Names, Social Media Accounts and other Business Intellectual Property and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Business Intellectual Property.

Assignor agrees that it will, at Assignee's expense, place each of the Domain Names and Social Media Accounts in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names and any required information to effectuate the transfer of such Assignor's right, title, and interest in the Domain Names and Social Media Accounts (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names and Social Media Accounts.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

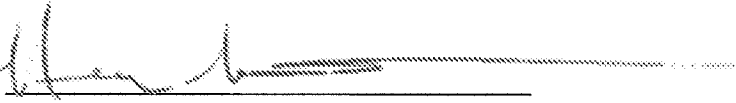
This Assignment shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

ARTHUR SCHUMAN, INC.

By: 

Name: Neal H. Schuman

Title: President and Chief Executive Officer

WHISPS ACQUISITION CORP.

By: _____

Name:

Title:

[Signature Page to IP Assignment]

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IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

ARTHUR SCHUMAN, INC.


By: _____
Name:
Title:

WHISPS ACQUISITION CORP.

By:  _____
Name: Andrew Rosen
Title: Chief Executive Officer and President

SCHEDULE A

Intellectual Property – Marks

Trademark	Country	App. No.	Filing Date	Reg. No	Reg. Date	Status	Registrant
WHISPS	USA	86/384938	9/4/2014	4761966	6/23/2015	REGISTERED	Company
	USA	87/786995	2/6/2018	N/A	N/A	ALLOWED	Company
WHISPS	Australia	1768958	5/5/2016	1768958	11/30/2016	REGISTERED	Company
WHISPS	Canada	1784128	5/26/2016			APPROVED 3/22/2018	Company
WHISPS	China	20959948	8/12/2016	20959948	10/7/2017	PENDING	Company
WHISPS in Chinese 威诗 (WeI SHI)	China	20959947	8/12/2016	20959947	10/7/2017	REGISTERED	Company
WHISPS	Japan	44597/2016	4/19/2016	5899450	11/2/2016	REGISTERED	Company
WHISPS	Mexico	1743577	5/4/2016	1741125	4/10/2017	REGISTERED	Company
WHISPS	Singapore	4020160193W	5/17/2016	N/A	N/A	PENDING	Company
WHISPS	Dominican Republic	E2018-41755		N/A	N/A	PENDING	Company
CRUSH	USA	88/043694	07/18/2018	N/A	N/A	ALLOWED	Company
CRUNCHEESE	USA	88/021258	06/29/2018	N/A	N/A	ALLOWED	Company
IT'S ALL ABOUT THE CRUNCH	USA	88/250406	01/04/2019	N/A	N/A	PENDING	Company

The WHISPS, CRUSH, CRUNCHEESE, and IT'S ALL ABOUT THE CRUNCH trademarks in any jurisdictions where the Whisps Products are sold.

SCHEDULE B

Intellectual Property – Domain Names

Domain Name	Registrant	Registration Date	Expiration Date
whisps.com	Company	May 8, 2003	May 8, 2023
cellowhisps.com	Company	October 21, 2014	October 21, 2019

SCHEDULE C

Intellectual Property – Social Media Accounts

Platform	User Name / Handle	URL
Facebook	Cello Whisps	https://www.facebook.com/cellowhisps/
Twitter	@CelloWhisps	https://twitter.com/cellowhisps
Instagram	@CelloWhisps	https://www.instagram.com/cellowhisps/
Pinterest	Cello Whisps	https://www.pinterest.com/cellowhisps/