

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519858

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Receiving party data previously recorded on Reel 006585 Frame 0564. Assignor(s) hereby confirms the SkyBar Confectionary Company LLC.
<b>RESUBMIT DOCUMENT ID:</b>	900491775

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Louise Mawhinney		03/08/2019	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	SkyBar Confectionary Company LLC
<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>	Corporation: MASSACHUSETTS

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	0355165	SKY BAR

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Email:** lmawhinney@comcast.net  
**Correspondent Name:** Louise Mawhinney  
**Address Line 1:** 22 Frost Lane  
**Address Line 4:** Sudbury, MASSACHUSETTS 01776

<b>NAME OF SUBMITTER:</b>	Louise Mawhinney
<b>SIGNATURE:</b>	/Louise Mawhinney/
<b>DATE SIGNED:</b>	04/18/2019

## Total Attachments: 11

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source=Notice of trademark assignment 3 8 2019#page1.tif  
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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513416

<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>
Louise Mawhinney		03/08/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sky Bar Confectionary Company LLC		
<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>	Limited Liability Company: MASSACHUSETTS		
<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>	03/08/2019		
<b>Total Attachments: 3</b>			
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source=Trademark assigned to SKCC#page3.tif			

OP \$40.00 0355165

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made and entered into as of March 8, 2019 (the "Effective Date") by and between Louise Mawhinney, ("Assignor"), and Sky Bar Confectionary Company LLC, a Limited Liability Corporation organized under the laws of the Commonwealth of Massachusetts, ("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**, the Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby 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.

(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 Commonwealth of Massachusetts (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.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

LOUISE MAWHINNEY



**ASSIGNEE:**

SKY BAR CONFECTIONARY COMPANY LLC



Name: Louise Mawhinney

Title: Sole Member

**Exhibit A**

Trademark	Country	App No	App Date	Registration No.	Registration Date
SKY BAR	United States of America	71/398,484	14-Oct-1937	355,165	8-Mar-1938

## FIRST AMENDMENT TO TRADEMARK ASSIGNMENT

This First Amendment to Trademark Assignment (the "Amendment") is made and entered into as of March 29, 2019 (the "Effective Date") by and between Louise Mawhinney, ("Assignor"), and SkyBar Confectionary Company LLC, a Limited Liability Corporation organized under the laws of the Commonwealth of Massachusetts, ("Assignee").

**WHEREAS**, on March 8, 2019, Assignor and Assignee entered into that certain Trademark Assignment, whereby Assignor intended to assign to Assignee, and Assignee intended to acquire from Assignor, the United States Trademark Registrations identified in Exhibit A attached hereto and made a part hereof (the "Marks");

**WHEREAS**, the Trademark Assignment misidentified Assignee as "Sky Bar Confectionary Company LLC";

**WHEREAS**, the parties desire to clarify the name of Assignee and otherwise ratify and reaffirm the Trademark Assignment.

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

1. The preamble of the Trademark Assignment is hereby deleted in its entirety and replaced with the following:

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made and entered into as of March 8, 2019 (the "Effective Date") by and between Louise Mawhinney, ("Assignor"), and SkyBar Confectionary Company LLC, a Limited Liability Corporation organized under the laws of the Commonwealth of Massachusetts, ("Assignee").

2. Assignor and Assignee each hereby acknowledge and agree that each reference to the Assignee in the Trademark Assignment shall from hereafter refer exclusively to "SkyBar Confectionary Company LLC" and SkyBar Confectionary Company LLC shall be subject to and bound by all of the representations, warranties, covenants and other agreements set forth in the Trademark Assignment.

3. This Amendment shall be construed in connection with and as part of the Trademark Assignment, and except as modified and expressly amended by this Amendment, all terms, conditions and covenants contained in the Trademark Assignment are hereby ratified and shall be and remain in full force and effect.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

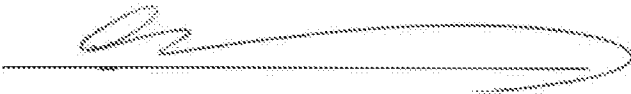
**ASSIGNOR:**

LOUISE MAWHINNEY

A handwritten signature in black ink, appearing to read 'Louise Mawhinney', is written over a horizontal dotted line.

**ASSIGNEE:**

SKYBAR CONFECTIONARY COMPANY LLC

A handwritten signature in black ink, appearing to read 'Skybar Confectionary Company LLC', is written over a horizontal dotted line.

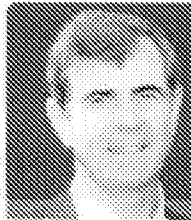
Name: Louise Mawhinney

Title: Sole Member

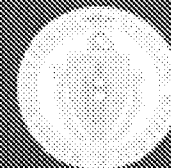


**Exhibit A**

Trademark	Country	App No	App Date	Registration No.	Registration Date
SKY BAR	United States of America	71/398,484	14-Oct-1937	355,165	8-Mar-1938



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts



## Corporations Division

### Payment Confirmation

**Date:** 1/25/2019

<b>Confirmation date/time:</b>	<b>1/25/2019 12:36:22 PM</b>
<b>Confirmation number:</b>	<b>169780</b>
<b>Invoice number:</b>	<b>08010240112991874469874</b>
<b>Payment ID number:</b>	<b>6383717</b>
<b>Transaction ID number:</b>	<b>11299187</b>
<b>Transaction category:</b>	<b>Domestic Limited Liability Company (LLC)</b>
<b>Transaction type:</b>	<b>Certificate of Organization</b>
<b>Entity name:</b>	<b>SKYBAR CONFECTIONARY COMPANY LLC</b>
<hr/>	
<b>Filing fee:</b>	<b>\$500.00</b>
<b>Expedited service fee:</b>	<b>\$20.00</b>
<b>Total fee:</b>	<b>\$520.00</b>

Your payment has been successfully processed. Your filing has been submitted and will be reviewed by the Corporations Division. If your submission is rejected for any reason, we will contact you immediately.

Note that for security reasons your payment credit card and/or bank information is processed at a secure website. The Secretary of the Commonwealth does not retain any payment information.

**E-check transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned, you will be billed for the transaction at that time.**

If you have any questions about your request, contact our office:

- phone: 617-727-9640
- email: [corpinfo@sec.state.ma.us](mailto:corpinfo@sec.state.ma.us)