

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Karl Bissinger LLC		06/24/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Chocolate Chocolate Chocolate Company		
Street Address:	5025 Pattison Avenue		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5330174	B	
Registration Number:	5219112	B BISSINGER'S HANDCRAFTED CHOCOLATIER PA	
Registration Number:	5187252	CONFISEUR IMPERIAL B	
Registration Number:	4683903	BISSINGER'S GUMMY PANDAS	
Registration Number:	2923071	BISSINGER'S	
Registration Number:	2788791	BISSINGER'S	
Registration Number:	0438968	BISSINGER'S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	bhaltenhof@sandbergphoenix.com		
Correspondent Name:	Benjamin Haltenhof		
Address Line 1:	600 Washington Avenue		
Address Line 2:	15th Floor		
Address Line 4:	Saint Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Benjamin A. Haltenhof		
SIGNATURE:	/Benjamin A. Haltenhof/		

OP \$190.00 5330174

DATE SIGNED:

08/23/2019

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS, dated as of June 24, 2019 (this "*IP Assignment*"), is entered into between KARL BISSINGER LLC, a Missouri limited liability company ("*Seller*"), and CHOCOLATE CHOCOLATE CHOCOLATE COMPANY, a Missouri corporation ("*Buyer*").

RECITALS

A. Assignor and Assignee are parties to a certain Asset Purchase and Sale Agreement dated June 20, 2019 ("*Purchase Agreement*").

B. Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, the Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

C. Capitalized terms used but not otherwise defined herein are as used or defined in the Purchase Agreement.

ASSIGNMENT

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "*Assigned IP*"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "*Patents*");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "*Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto and/or to revive any registrations associated with any of the Assigned IP.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Seller's Representation and Warranty.

(a) Seller represents and warrants to Buyer that the following is true as of the Closing Date: the Assigned IP listed on Schedule 1 and Schedule 2 represents all assets owned or licensed by Seller as of the Closing Date in the following categories: (i) inventions (whether patentable or unpatentable and whether or not reduced to practice or registered), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; and (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; and

(b) If any party discovers additional assets as described in subparagraph (a) which were owned by Seller as of the Closing Date but which were not disclosed on Schedule 1 and/or Schedule 2, Seller shall immediately take all steps required to assign any such additional assets to Buyer.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule.

Signature Page Follows

Signature Page of the Assignment of Intellectual Property Rights

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

KARL BISSINGER LLC

By: _____

Name: Timothy R. Fogerty

Title: Manager

AGREED TO AND ACCEPTED:

CHOCOLATE CHOCOLATE
CHOCOLATE COMPANY

By: *D. C. Abel* *President*

Name: *Daniel C. Abel*

Title: *President*

Signature Page of the Assignment of Intellectual Property Rights

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

KARL BISSINGER LLC

By: Tim Fogerty

Name: Timothy R. Fogerty

Title: Manager

AGREED TO AND ACCEPTED:

CHOCOLATE CHOCOLATE
CHOCOLATE COMPANY

By: _____

Name:

Title:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
86701412	5330174	B
86701453	5219112	B BISSINGER'S HANDCRAFTED CHOCOLATIER PARIS 1668 U.S.A. 1845
86701466	5187252	CONFISEUR IMPERIAL B
86222710	4683903	BISSINGER'S GUMMY PANDAS
78351129	2923071	BISSINGER'S
78158829	2788791	BISSINGER'S
71514884	0438968	BISSINGER'S