

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOAD-ALLY SNAX, INC.		09/20/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SAVOR STREET FOODS, INC.		
Street Address:	One Park Plaza		
City:	Wyomissing		
State/Country:	PENNSYLVANIA		
Postal Code:	19610		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5514616	TOTALLY FREE	
Registration Number:	5555958	KANGAROOS	
Registration Number:	5383132	KANGA ROOS	
Registration Number:	4820435	HANKY PANKY	
Registration Number:	4582970	SWEET & FANCY	
Registration Number:	4022354	POPCORN PLUS	
Registration Number:	3609818	TRIPLE PLAY	
Registration Number:	1643781	TOAD-ALLY SNAX	
Registration Number:	1617810	CHOCZELS	
Registration Number:	1318411	CHOCZELS	
Registration Number:	3946071	SUPERMINI'S	
Registration Number:	3160925	HANKY PANKY	
Registration Number:	3172528	SWEET & FANCY	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	609-987-7050		
Email:	ejs@stevenslee.com		

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Correspondent Name: ELLIOTT J. STEIN
Address Line 1: 100 Lenox Drive
Address Line 2: Suite 200
Address Line 4: Lawrenceville, NEW JERSEY 08648

NAME OF SUBMITTER: Elliott J. Stein

SIGNATURE: /varlawyer/

DATE SIGNED: 09/23/2019

Total Attachments: 3

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ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS (“Assignment”) made as of the 20th day of September, 2019 by TOAD-ALLY SNAX, INC., a Pennsylvania corporation (“Assignor”), in favor of SAVOR STREET FOODS, INC., a Pennsylvania corporation (“Assignee”).

BACKGROUND

A. Assignor is the sole owner of the registered trademarks identified on **Schedule “A”** attached hereto (collectively, the “Marks”).

B. Assignor, Darlette A. Jenkins, who is the sole shareholder of Assignor, and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (together with the Schedules thereto, the “Purchase Agreement”) providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of certain of the assets of Assignor, including the Marks.

C. In partial consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Marks, together with the goodwill of the business associated with the use thereof and symbolized thereby, in accordance with the terms and conditions of this Assignment.

AGREEMENT

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, all of the right, title and interest of Assignor in, to and under the Marks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor’s copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses in connection with the Marks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor’s other rights relating thereto (collectively, the “Rights”). Without limiting the generality of the foregoing, the Rights shall include the right to use and file for registration of the Marks in other countries, including any foreign counterpart trademark registrations or trademark registration applications, together with the goodwill of the business associated with the use thereof and symbolized thereby.

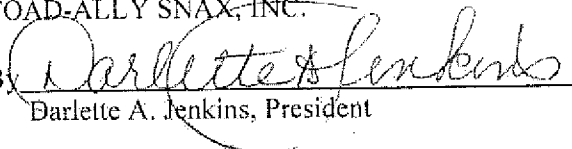
3. Further Actions. From time to time after the date hereof, and without further consideration (subject to Assignee's reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with this Section 3), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.

4. Binding Effect. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or transfer or delegate its obligations hereunder without the prior written consent of Assignee. Any assignment or delegation which contravenes this Section 4 shall be void.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

TOAD-ALLY SNAX, INC.

By


Darlette A. Jenkins, President

Marks

1. Registered Trademarks.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TOTALLY FREE	5514616	July 10, 2018
KANGAROOS	5555958	September 4, 2018
KANGA ROOS	5383132	January 23, 2018
HANKY PANKY	4820435	September 29, 2015
SWEET & FANCY	4582970	August 12, 2014
POPCORN PLUS	4022354	September 6, 2011
TRIPLE PLAY	3609818	April 21, 2009
TOAD-ALLY SNAX	1643781	May 7, 1991
CHOCZELS	1617810	October 16, 1990

2. Abandoned Trademarks.

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CHOCZELS	1318411	February 5, 1985
SUPERMINI'S	3946071	April 12, 2011
HANKY PANKY	3160925	October 17, 2006
SWEET & FANCY	3172528	November 14, 2006