

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gimbal Brothers, LLC		12/31/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jelly Belly Candy Company		
Street Address:	One Jelly Belly Lane		
City:	Fairfield		
State/Country:	CALIFORNIA		
Postal Code:	94533		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3347336	BUMBLE BEANS	
Registration Number:	3684347	CHERRY LOVERS	
Registration Number:	3417032	GIMBAL'S FINE CANDIES EST. 1898	
Registration Number:	3347339	LAVABALLS	
Registration Number:	3347337	SCOTTIE DOGS	
Registration Number:	3997155	SOUR LOVERS	
Registration Number:	4300715	CINNAMON LOVERS	
Registration Number:	3417031	GIMBAL'S FINE CANDIES EST. 1898	
Registration Number:	3872534	SOUR LOVERS	
Registration Number:	5852884	LIVE A LITTLE	
Registration Number:	5660416	GIMBAL'S	
Registration Number:	5852807	GIMBAL'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>			
Phone:	7074282800		
Email:	trademarks@jellybelly.com		
Correspondent Name:	Mark Leonard		

OP \$315.00 3347336

Address Line 1: One Jelly Belly Lane
Address Line 4: Fairfield, CALIFORNIA 94533

NAME OF SUBMITTER: Mark R. Leonard

SIGNATURE: /Mark R. Leonard/

DATE SIGNED: 01/09/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of December 31, 2019 (the "Effective Date"), by and between GIMBAL BROTHERS, LLC, a California limited liability company ("Assignor"), and JELLY BELLY CANDY COMPANY, a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 29, 2019 (the "Asset Purchase Agreement"), whereby, among other things, Assignor agreed to transfer and assign all of Assignor's right, title and interest in and to the Conveyed Intellectual Property Rights (as defined in the Asset Purchase Agreement), including the Assigned Trademark Rights (as defined below); and

WHEREAS, the execution and delivery of this Agreement by Assignor and Assignee is a condition to the closing contemplated by the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark registrations and the pending application for trademark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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. Following the date hereof, upon Assignee's reasonable request, Assignor shall, at Assignee's expense, take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including, without limitation, 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 Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark Rights. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the parties and delivered to Assignee and Assignor. A signed copy of this Agreement 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 Agreement.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than Assignee, Assignor or their respective permitted successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

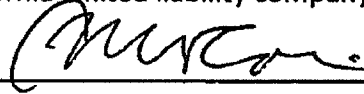
6. Governing Law. This Agreement shall be governed by the laws of the United States and the State of California without regard to its choice of law rules. THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS SITTING IN SAN FRANCISCO, CALIFORNIA IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT. THE PARTIES HEREBY WAIVE, AND AGREE NOT TO ASSERT, ANY DEFENSE IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT THAT (a) THEY ARE NOT SUBJECT TO SUCH JURISDICTION, (b) SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SUCH COURTS, (c) ANY OPERATIVE DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, (d) THEIR PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION, (e) THE ACTION IS BROUGHT IN AN INCONVENIENT FORUM, OR (f) THE VENUE OF THE ACTION IS IMPROPER. SERVICE OF PROCESS WITH RESPECT THERETO MAY BE MADE UPON EACH PARTY BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 10.1 OF THE ASSET PURCHASE AGREEMENT.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above to be effective as of the Effective Date.

ASSIGNOR:

GIMBAL BROTHERS, LLC,
a California limited liability company

By: 

Name: Christopher McRorie
~~Vice President, General Counsel & Secretary~~

Title: _____

ASSIGNEE:

JELLY BELLY CANDY COMPANY,
a California corporation

By: _____

Name: Herman G. Rowland, Sr.

Title: Chairman of the Board

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above to be effective as of the Effective Date.

ASSIGNOR:

GIMBAL BROTHERS, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

JELLY BELLY CANDY COMPANY,
a California corporation

By: 



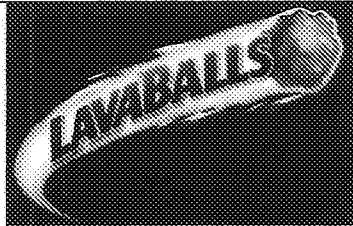

Name: Herman G. Rowland, Sr.

Title: Chairman of the Board


SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 006835 FRAME: 0096

SCHEDULE 1
ASSIGNED TRADEMARKS

Mark	Status	Country	Registration / Application Number
BUMBLE BEANS	Registered	United States	3,347,336
	Registered	United States	3,684,347
	Registered	United States	3,417,032
	Registered	United States	3,347,339
Scottie Dogs	Registered	United States	3,347,337
SOUR LOVERS	Registered	United States	3,997,155
	Registered	United States	4,300,715

SCHEDULE I
TRADEMARK ASSIGNMENT AGREEMENT

	Registered	United States	3,417,031 Color is NOT claimed in this Registration.
	Registered	United States	3,872,534
	Registered	Canada	TMA728001
LIVE A LITTLE	Registered	United States	5,852,884
GIMBAL'S	Registered	Canada	1,932,799
GIMBAL'S	Registered	IB (WIPO)	1,441,249
GIMBAL'S	Registered	United States	5,660,416
	Registered	United States	5,852,807
GIMBAL'S (IB designation)	Registered	Australia	1441249
GIMBAL'S (IB designation)	Registered	EM (Office for Harmonization in the Internal Market)	1441249
GIMBAL'S (IB designation)	Registered	Mexico	1441249

SCHEDULE I
TRADEMARK ASSIGNMENT AGREEMENT