

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558962

<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>
Ganache Brands Inc.		01/16/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Saxon Chocolates Ltd.		
<b>Street Address:</b>	555 Steeprock Drive		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M3J 2Z6		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2677236	SAXON CHOCOLATES	
<b>Registration Number:</b>	3662333	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022801177		
<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>	904 247-2620		
<b>Email:</b>	eastdocket@holleymenker.com		
<b>Correspondent Name:</b>	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
<b>Address Line 1:</b>	PO Box 331937		
<b>Address Line 4:</b>	ATLANTIC BEACH, FLORIDA 32233		
<b>NAME OF SUBMITTER:</b>	James R. Menker		
<b>SIGNATURE:</b>	/jmenker/		
<b>DATE SIGNED:</b>	01/26/2020		
<b>Total Attachments: 4</b>			
source=20200116 TM ASSIGNMENT GANACHE BRANDS TO SAXON CHOCOLATES#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, **Ganache Brands Inc.**, the full post office address of whose principal office or place of business is 1111 West Hastings St. Suite 200, Vancouver, British Columbia, Canada V6E 2J3, is the owner of the trademarks and corresponding trademark registrations listed in the attached Schedule "A" (together referred to as the "**Trademarks**");

AND WHEREAS, **Saxon Chocolates Ltd.**, the full post office address of whose principal office or place of business is 555 Steeprock Drive, Toronto, Ontario Canada, M3J 2Z6, is desirous of acquiring from Ganache Brands Inc. the entire right, title and interest in and to the Trademarks, and the associated goodwill;

AND WHEREAS, **Ganache Brands Inc.** and **Saxon Chocolates Ltd.** are parties to an asset purchase agreement dated January 16<sup>th</sup>, 2020 (the "**Purchase Agreement**") and pursuant to the Purchase Agreement, Ganache Brands Inc. has agreed to sell and **Saxon Chocolates Ltd.** has agreed to purchase the Purchased Assets (as such term is defined in the Purchase Agreement and includes the Trademarks).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, in accordance with the terms of the Purchase Agreement **Ganache Brands Inc.** does hereby sell, transfer, and assign to **Saxon Chocolates Ltd.** all of its right, title and interest in the Trademarks, including any and all common law rights therein, associated goodwill, and all rights to bring suit for infringement of the Trademarks, the same to be held by **Saxon Chocolates Ltd.** as fully and effectually as they would have been held by **Ganache Brands Inc.** had this assignment, sale and transfer not taken place. **Ganache Brands Inc.** agrees that it will upon request, and without further consideration, do such things and execute such further documents as may be necessary to vest title in the Trademarks in **Saxon Chocolates Ltd.** In the event of any conflict or inconsistency between the provisions of this Trademark Assignment Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail. This Trademark Assignment Agreement shall not derogate from, expand upon or limit any representations, warranties, covenants, indemnities, rights or obligations of the parties under the Purchase Agreement.


*[signature page follows]*

EXECUTED at the City of Vancouver in the Province of British Columbia Canada,  
this 16<sup>th</sup> day of January, 2020.

**Ganache Brands Inc.**

  
\_\_\_\_\_

WITNESS

  
\_\_\_\_\_

Per: Derek Senft  
Title: Secretary and Treasurer

EXECUTED at the City of \_\_\_\_\_ in the Province of \_\_\_\_\_, Canada,  
this \_\_\_\_\_ day of January, 2020.

**Saxon Chocolates Ltd.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Per:  
Title:

EXECUTED at the City of \_\_\_\_\_ in the Province of \_\_\_\_\_ Canada,  
this \_\_\_\_\_ day of January, 2020.

**Ganache Brands Inc.**

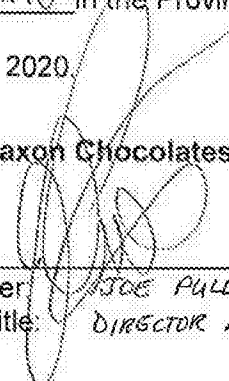
\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Per: Derek Senft  
Title: Secretary and Treasurer

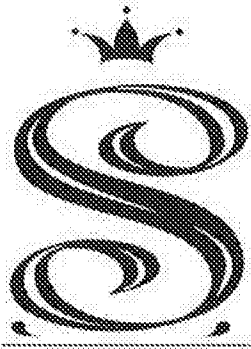

EXECUTED at the City of TORONTO in the Province of ONTARIO, Canada,  
this 16<sup>th</sup> day of January, 2020.

**Saxon Chocolates Ltd.**

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Per: JOE PULLA  
Title: DIRECTOR AND SECRETARY

**SCHEDULE "A"**

Country	Trademark	Application No (Canada)/ Serial No (US)	Regn. No.
Canada	<b>SAXON CHOCOLATES</b>	1074634	TMA572704
Canada	<b>S Design</b> 	1314430	TMA706248
United States	<b>SAXON CHOCOLATES</b>	76349668	2677236
United States	<b>S Design</b> 	77105185	3662333