

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585428

| | | | |
|-----------------------------------|--|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Breton Enterprises, Inc. | | 06/29/2020 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Breton Enterprises Int. LLC | | |
| Street Address: | 196 East Main Street | | |
| City: | Huntington | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11743 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3994265 | A LA MAISON | |
| Registration Number: | 3610083 | CHOCO DREAM | |
| Registration Number: | 3871226 | CHOCO DREAM | |
| Registration Number: | 1232934 | CRACKLEBRED | |
| Registration Number: | 4777388 | DREAM SPREAD | |
| Serial Number: | 88443419 | FRUITBOATS | |
| Registration Number: | 5013583 | HAUTE COUTURE BOUTIQUE | |
| Registration Number: | 4970065 | HEARTS OF GOLD | |
| Registration Number: | 5556030 | ISLE DE FRANCE | |
| Registration Number: | 5013584 | | |
| Registration Number: | 3735344 | NATURAL NECTAR | |
| Registration Number: | 3534948 | NATURAL NECTAR | |
| Registration Number: | 3491677 | NATURAL NECTAR | |
| Registration Number: | 4187855 | NATURAL TIDES | |
| Registration Number: | 1826506 | NECTAR NUGGET | |
| Registration Number: | 4696256 | OOLALA | |
| Registration Number: | 4919842 | SEAWEED STRAWS | |
| Registration Number: | 4795482 | SURF CHIPS | |
| Registration Number: | 4870978 | TRAIL SPREAD | |

CH \$515.00 3994265

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 4448538 | TRAIL STIX |

CORRESPONDENCE DATA

Fax Number: 8164121263

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.

Phone: 8168428600

Email: trademark.mpl@stinson.com

Correspondent Name: Stinson LLP

Address Line 1: 50 South 6th Street, Ste 2600

Address Line 2: Cynthia Maust, Paralegal

Address Line 4: Minneapolis, MINNESOTA 55402

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 2002955.0009 |
| NAME OF SUBMITTER: | Cynthia Maust |
| SIGNATURE: | /Cynthia Maust/ |
| DATE SIGNED: | 07/08/2020 |

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and effective as the date signed below ("Effective Date") by and from Breton Enterprises, Inc., a New York corporation, with an address of 196 East Main Street, Huntington, New York 11743 ("Assignor") to Breton Enterprises Int. LLC, a New York limited liability company, with an address of 196 East Main Street, Huntington, New York 11743 ("Assignee").

Assignor desires to assign all right, title and interest in and to the trademarks shown in the attached Exhibit A ("Trademarks"), together with the goodwill associated with the Trademarks, to Assignee and Assignee desires to receive the assignment of the Trademarks.

Assignor states as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the registration for the Trademarks, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor, as of the Effective Date.

2. **Further Assurances.** Assignor agrees to cooperate at all times from and after the date hereof with respect to the supplying of any information reasonably requested by Assignee hereto regarding any of the matters described in this Assignment, and Assignor agrees to execute such other instruments or documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of any conveyance, assignment, and transfer described herein.

3. **Successors and Assigns.** This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

Breton Enterprises, Inc.

By: Francis Boggs

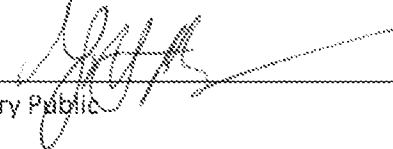
Name: _____

Title: President

Date: July 1st June 19, 2010

State of New York)
) :55
County of Suffolk)

The foregoing instrument was acknowledged before me this 29th day of June, 2020, by George H Brooks.




Notary Public

My Commission expires:

GEORGE H. BROOKS
Notary Public - State of New York
No. 01882041234
Qualified in Suffolk County
Commission Expires 2/27/2022

EXHIBIT A

| Country | Mark With Image | App. No. | File Date | Reg. No. | Reg. Date |
|---------------|---|------------|------------|-----------|------------|
| CANADA | OOLALA | 1709671 | 01/07/2015 | 954691 | 11/08/2016 |
| UNITED STATES | A LA MAISON | 77/458,354 | 04/25/2008 | 3,994,265 | 07/12/2011 |
| UNITED STATES | CHOCO DREAM | 77/450,295 | 04/16/2008 | 3,610,083 | 04/21/2009 |
| UNITED STATES | CHOCO DREAM | 77/766,806 | 06/24/2009 | 3,871,226 | 11/02/2010 |
| UNITED STATES | CRACKLEBRED | 73/322,660 | 08/07/1981 | 1,232,934 | 03/29/1983 |
| UNITED STATES | DREAM SPREAD | 85/315,809 | 05/09/2011 | 4,777,388 | 07/21/2015 |
| UNITED STATES | FRUITBOATS | 88/443,419 | 05/23/2019 | | |
| UNITED STATES | HAUTE COUTURE BOUTIQUE | 86/442,815 | 11/03/2014 | 5,013,583 | 08/02/2016 |
| UNITED STATES | HEARTS OF GOLD | 86/557,973 | 03/09/2015 | 4,970,065 | 05/31/2016 |
| UNITED STATES | ISLE DE FRANCE | 86/487,772 | 12/22/2014 | 5,556,030 | 09/04/2018 |
| UNITED STATES | Miscellaneous Design (Tower)  | 86/442,939 | 11/03/2014 | 5,013,584 | 08/02/2016 |
| UNITED STATES | NATURAL NECTAR | 76/769,208 | 12/08/2005 | 3,735,344 | 01/05/2010 |
| UNITED STATES | NATURAL NECTAR | 77/241,549 | 07/29/2007 | 3,534,948 | 11/18/2008 |
| UNITED STATES | NATURAL NECTAR | 77/304,663 | 10/15/2007 | 3,491,677 | 08/26/2008 |
| UNITED STATES | NATURAL TIDES | 85/343,690 | 06/10/2011 | 4,187,855 | 08/07/2012 |
| UNITED STATES | NECTAR NUGGET | 74/216,933 | 10/30/1991 | 1,826,506 | 03/15/1994 |
| UNITED STATES | OOLALA | 85/502,929 | 12/23/2011 | 4,696,256 | 03/03/2015 |
| UNITED STATES | SEAWEED STRAWS | 86/632,336 | 05/17/2015 | 4,919,842 | 03/15/2016 |
| UNITED STATES | SURF CHIPS | 85/510,196 | 01/06/2012 | 4,795,482 | 08/18/2015 |
| UNITED STATES | TRAIL SPREAD | 85/622,337 | 05/10/2012 | 4,870,978 | 12/15/2015 |
| UNITED STATES | TRAIL STIX | 85/616,880 | 05/04/2012 | 4,448,538 | 12/10/2013 |

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

| | |
|--|---|
| <p style="text-align: center;"><u>For the holder (transferor)/new owner (transferee)</u></p> <p>This request contains the following number of continuation sheets: 0</p> <p>Holder/new owner's reference: 2002955.0069/0104</p> | <p style="text-align: center;"><u>For the Office</u></p> <p>Office's reference:</p> |
|--|---|

1 INTERNATIONAL REGISTRATION NUMBER(S)
 (several international registrations may be indicated below, provided that all registrations concerned are the subject of a total change in ownership, as provided for in item 6(a))

1261686 1367235

2 NAME OF THE HOLDER (TRANSFEROR)
 (as recorded in the International Register)

Breton Enterprises, Inc.

3 NEW OWNER (TRANSFeree)

(a) Name: Breton Enterprises Int. LLC

(b) Address: 196 East Main Street

Huntington NY 11743 (US)

.....

.....

(c) Address for correspondence:

.....

.....

(d) Telephone: Fax:

E-mail address:

By providing an e-mail address, any further correspondence from the International Bureau related to this/these international registration(s) will be sent only electronically and, therefore, you will no longer receive any paper correspondence. Likewise, any further correspondence from the International Bureau related to other international applications or international registrations for which the same e-mail address has been, or will be, provided will also be sent only electronically. Please note that, for the purpose of electronic communication, there can be only one e-mail address recorded per each international registration.

4**ENTITLEMENT OF THE NEW OWNER (TRANSFEREE) TO BE THE HOLDER OF THE INTERNATIONAL REGISTRATION**

- (a) Indicate in the appropriate space(s):
- (i) the name of the Contracting State of which the new owner (transferee) is a national; and/or.
-
- (ii) the name of the State member of a Contracting Organization of which the new owner (transferee) is a national; and/or.
-
- (iii) the name of the Contracting Party in the territory of which the new owner (transferee) is domiciled; and/or.
- US
- (iv) the name of the Contracting Party in the territory of which the new owner (transferee) has a real and effective industrial or commercial establishment.
- US
- (b) Where the new owner (transferee) is not a national of a Contracting State or of a State member of a Contracting Organization and the address given in item 3(b) is not in the territory of any of the Contracting Parties mentioned in paragraph (a)(iii) or (iv) of the present item, indicate in the space provided below:
- (i) the address of the new owner (transferee) in the territory of the Contracting Party mentioned in paragraph (a)(iii) of the present item; or,
- (ii) the address of the new owner's (transferee) industrial or commercial establishment in the territory of the Contracting Party mentioned in paragraph (a)(iv) of the present item.
-
-
-
-

5**APPOINTMENT OF A REPRESENTATIVE BY THE NEW OWNER (TRANSFEREE)¹**

Name: Ruth Rivard at Stinson LLP

Address: 50 South 6th Street, Ste 2600

Minneapolis, MN 55402 (US)

Telephone: 612.335.1799

Fax: 612.335.1657

E-mail address: trademark.mpl@stinson.com

By providing an e-mail address, any further correspondence from the International Bureau related to this/these international registration(s) will be sent only electronically and, therefore, you will no longer receive any paper correspondence. Likewise, any further correspondence from the International Bureau related to other international applications or international registrations for which the same e-mail address has been, or will be, provided will also be sent only electronically. Please note that, for the purpose of electronic communication, there can be only one e-mail address recorded per each international registration.

SIGNATURE OF THE NEW OWNER (TRANSFEREE) APPOINTING THE ABOVE REPRESENTATIVE (compulsory)

¹ This item should be used where the new owner (transferee) wishes to appoint a representative. Note that, if the person recorded as the representative of the holder (transferor) is to be recorded as the representative of the new owner (transferee), such appointment should be made by completing this item.

6 SCOPE OF THE CHANGE IN OWNERSHIP²

(check either (a) or (b))

(a) **TOTAL CHANGE IN OWNERSHIP** (the change in ownership is to be recorded for all the Contracting Parties designated in the international registration(s) indicated in item 1, and for all the goods and services covered by such international registration(s)).

(b) **PARTIAL CHANGE IN OWNERSHIP** (read note No. 3 on the cover page before checking this box)

(i) the change in ownership is to be recorded for the designated Contracting Parties indicated below (if no Contracting Party is indicated, it will be understood that the change in ownership is to be recorded in respect of all the designated Contracting Parties); and/or.

.....

(ii) the change in ownership is to be recorded for the goods and services indicated below (grouped in the appropriate classes). If no goods and services are indicated, it will be understood that the change in ownership is to be recorded in respect of all goods and services

You can find indications that are pre-accepted by the International Bureau in the Madrid Goods & Services Manager (MGS) at www.wipo.int/mgs/

Please make consistent use of a semicolon (;) to clearly specify the goods and services indications in your list, e.g.:

09 Scientific, optical and electronic apparatus and instruments; screens for photoengraving; computers.
 35 Advertising; compilation of statistics; commercial information agencies.

Please use font "Courier New" or "Times New Roman", size 12 pt, or above.

.....

If the space provided above is not sufficient, check the box and use a continuation sheet

² Where the request concerns Brazil, as designated Contracting Party, the transferee declares that the transferee, or a company controlled by the transferee, effectively and lawfully conducts business in connection with the goods and services for which the international registration has effect in Brazil.

7 MISCELLANEOUS INDICATIONS

(a) indications concerning the new owner (transferee) (as may be required by certain designated Contracting Parties; only provide indications in either item (i) or in item (ii) but not in both items):

(i) if the new owner (transferee) is a natural person, indicate the nationality:

(ii) if the new owner (transferee) is a legal entity (please, provide both the following indications):

-- legal nature of the legal entity: Limited Liability Company

-- State (country) and, where applicable, territorial unit within that State (canton, province, state, etc.), under the law of which the said legal entity has been organized:

New York

(b) The new owner (transferee) may choose a preferred language for correspondence:

English French Spanish

8

SIGNATURE BY THE HOLDER (TRANSFEROR) AND/OR HIS REPRESENTATIVE

Holder (transferor)
(as recorded in the International Register)

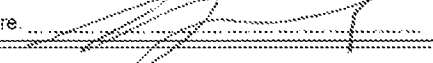
Representative of the holder (transferor)
(as recorded in the International Register)

By signing this form, I declare that I am entitled to sign it under the applicable law:

By signing this form, I declare that I am entitled to sign it under the applicable law:

Name: Francis Bouchard

Name: Ruth Rivard, Representative of the holder

Signature: 

Signature: _____

9

OFFICE OF THE CONTRACTING PARTY (OF THE RECORDED HOLDER (TRANSFEROR) OR THAT OF THE NEW OWNER (TRANSFeree)); PRESENTING THE REQUEST
(where the request is presented through an Office)

Name of the Office: _____

Name and signature of the official signing on behalf of the Office:

By signing this form, I declare that I am entitled to sign it under the applicable law:

Name and e-mail address of the contact person in the Office: _____

FEE CALCULATION SHEET

| | |
|---|--|
| (a) INSTRUCTIONS TO DEBIT FROM A CURRENT ACCOUNT | |
| <input checked="" type="checkbox"/> The International Bureau is hereby instructed to debit the required amount of fees from a current account opened with the International Bureau (if this box is checked, it is not necessary to complete (b)). | |
| Holder of the account: <u>Stinson LLP</u> | Account number: <u>42715</u> |
| Identity of the party giving the instructions: <u>Ruth Rivard, Representative of the holder</u> | |
| (b) AMOUNT OF FEES | |
| Amount (177 Swiss francs) x <u>2</u> (per international registration mentioned in item 1) | Grand total (Swiss francs) <u>354</u> |
| (c) METHOD OF PAYMENT | |
| Identity of the party effecting the payment: _____ | |
| Payment received and acknowledged by WIPO <input type="checkbox"/> | WIPO receipt number: _____ |
| Payment made to WIPO bank account IBAN No. CH51 0483 5048 7080 8100 0 Crédit Suisse, CH-1211 Geneva 70 Swift/BIC: CRESCHZZ86A <input type="checkbox"/> | Payment identification: <u>caimnnyyy</u> |
| Payment made to WIPO postal account (within Europe only) IBAN No. CH03 0900 0000 1200 5000 8 Swift/BIC: POFIGHBE <input type="checkbox"/> | Payment identification: <u>caimnnyyy</u> |