

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Torie & Howard, Inc.		01/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	American Licorice Company		
Street Address:	1914 Happiness Way		
City:	La Porte		
State/Country:	INDIANA		
Postal Code:	46350		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90182091	GUMMI-SNAPS	
Registration Number:	4143222	TORIE & HOWARD	
Registration Number:	4872037	CHEWIE FRUITIES	
Registration Number:	5612201	SWEET . . . NO EVIL	
CORRESPONDENCE DATA			
Fax Number:	3367342781		
<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:	336 607-7466		
Email:	tadmin@kilpatricktownsend.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	Attn: Laura Miller		
Address Line 2:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
NAME OF SUBMITTER:	Laura Miller, Attorney of record		
SIGNATURE:	/laura miller/		
DATE SIGNED:	01/26/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 19, 2021, is made by and among AMERICAN LICORICE COMPANY, a Delaware corporation ("Buyer"), and TORIE & HOWARD, INC., a Delaware corporation ("Seller"), and VICTORIA S. BURKE, an individual ("Principal," and together with Seller, the "Seller Parties") pursuant to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, the Seller Parties have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Seller 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 all of Seller's right, title and interest in and to all of the Intellectual Property (as defined in the Purchase Agreement) owned by Seller, and (ii) the goodwill symbolized by and all associated common law rights with respect to the Intellectual Property described in the foregoing clause (i) (all of the rights, interests and property described in the foregoing clauses (i) and (ii) collectively, the "Assigned IP"), including, without limitation, the following:

a. the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

b. the trademark registrations and applications set forth on Exhibit B 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; provided that, with respect to any United States intent-to-use trademark applications set forth on Exhibit B hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

c. the copyright registrations, applications for registration and exclusive copyright licenses set forth on Exhibit C hereto and all issuances, extensions and renewals thereof;

d. the Internet domain names set forth on Exhibit D hereto, including all Seller's rights as the registrant of such domain names;

e. all rights of any kind whatsoever of Seller accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and

otherwise throughout the world;

f. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Assigned IP; and

g. any and all claims and causes of action, with respect to any of the Assigned IP, 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. Each Seller Party hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

3. Further Actions. Following the date hereof, upon Buyer's reasonable request, the Seller Parties 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, and the prompt unlocking of any domain names and provision to Buyer of any authorization code for the domain names, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to, and in connection with, the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller Parties 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.

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 is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. No Third Party Beneficiaries. Nothing in this IP Assignment, express or implied, is intended or shall be construed to confer upon or give to any person or entity, other than the parties

to this IP Assignment, any rights, obligations, claims, liabilities or remedies.

8. 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 Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[Signature Page Follows.]

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

SELLER PARTIES

SELLER:

TORIE & HOWARD, INC.

By: Victoria S. Burke
Name: Victoria S. Burke
Title: Chief Executive Officer

PRINCIPAL:

Victoria S. Burke
Victoria S. Burke

AGREED TO AND ACCEPTED:

BUYER

AMERICAN LICORICE COMPANY

By: _____
Name: John Kretchmer
Title: Chief Executive Officer

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

SELLER PARTIES

SELLER:

TORIE & HOWARD, INC.

By: _____

Name: Victoria S. Burke

Title: Chief Executive Officer

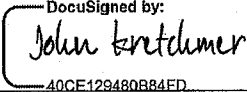
PRINCIPAL:

Victoria S. Burke

AGREED TO AND ACCEPTED:

BUYER

AMERICAN LICORICE COMPANY

By:  _____
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Name: John Kretchmer

Title: Chief Executive Officer

EXHIBIT A

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT B

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Serial No.	Registration No.	Wordmark	Filing Date	Registration Date	Status	Jurisdiction
85011370	4,143,222	Torie & Howard	April 12, 2010	May 15, 2012	Registered	Federal (USPTO)
86565727	4,872,037	Chewie Fruties	March 16, 2015	December 15, 2015	Registered	Federal (USPTO)
86692990	5,612,201	Sweet ... No Evil	July 14, 2015	November 20, 2018	Registered	Federal (USPTO)
90182091	N/A	Gummi-Snaps	September 15, 2020	N/A	Application Pending	Federal (USPTO)

EXHIBIT C

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.

EXHIBIT D

ASSIGNED DOMAIN NAMES

Domain Name	Registrar	Expiration Date
<u>www.toricandhoward.com</u>	Register.com, Inc.	February 25, 2021