

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707931

<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>
COCOCO Chocolatiers Inc.		10/15/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cocoa Community Confections Inc.		
<b>Street Address:</b>	2320 2nd Ave SE		
<b>City:</b>	Calgary AB		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T2E 6J9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3554168	CHOCOLATES BY BERNARD	
<b>Registration Number:</b>	3587119	CHOCOLATERIE BERNARD	
<b>Registration Number:</b>	4848720	COCOCO	
<b>Registration Number:</b>	4848721	COCOCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>	3142595807		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Benjamin P. Harbuck		
<b>Address Line 1:</b>	P.O. Box 1302		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Benjamin P. Harbuck		
<b>SIGNATURE:</b>	/benjamin p. harbuck/		
<b>DATE SIGNED:</b>	02/11/2022		
<b>Total Attachments: 9</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS AGREEMENT (the "**Assignment Agreement**") is made as of the 15<sup>th</sup> day of October, 2021 (the "**Effective Date**").

### BETWEEN:

**DELOITTE RESTRUCTURING INC.**, solely in its capacity as Court-appointed Receiver and Manager of **Cococo Chocolatiers Inc. ("Cococo")**, and not in its personal capacity

(hereinafter called the "**Vendor**")

– and –

### COCOA COMMUNITY CONFECTIONS INC.

(hereinafter called the "**Purchaser**")

**WHEREAS** pursuant to an order of the Honourable Justice Romaine of the Alberta Court of Queen's Bench (the "**Court**") dated August 18, 2021 (the "**Receivership Order**"), the Vendor was appointed Receiver and Manager of all current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof of Cococo;

**AND WHEREAS** in connection with the Receivership Order, the Vendor and the Purchaser, as nominee of Panterra Mortgage & Financial Corporation Ltd., have entered into an agreement of purchase and sale (the "**Agreement**"), pursuant to which the Purchaser will acquire, among other things, all of the Vendor's and Cococo's interest in and to the Intellectual Property (as defined in the Agreement and the Approval of Sales Process and Stalking Horse Order granted by Justice Romaine on August 18, 2021);

**AND WHEREAS** all capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such term in the Agreement;

**NOW THEREFORE** pursuant to the terms of the Agreement and for the consideration set forth therein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

## ARTICLE 1 ASSIGNMENT

### 1.1 Assignment

- (a) Subject to the terms and conditions contained herein, the Vendor hereby assigns, transfers and sets over unto the Purchaser all of the Vendor's and Cococo's right, title and interest, in and to the Intellectual Property.
- (b) The Purchaser hereby accepts and assumes the within assignment and covenants and agrees that from and after the Effective Date it shall at all times be bound by and observe, perform and fulfill each and every covenant, agreement, term, condition, obligation, liability, and stipulation on the part of the Vendor arising from and after the Effective Date in relation to the Intellectual Property.

## **ARTICLE 2 GENERAL**

### **2.1 Enurement**

This Assignment Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. Neither this Assignment Agreement nor any of the rights or obligations under this Assignment Agreement shall be assignable or transferable by either party without the consent of the other party.

### **2.2 Waiver**

- (a) No waiver of any of the provisions of this Assignment Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
- (b) No failure on the part of the Vendor or the Purchaser to exercise, and no delay in exercising any right under this Assignment Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

### **2.3 Further Assurances**

Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effectively transfer the Intellectual Property to the Purchaser and carry out the terms and conditions of this Assignment Agreement and the Agreement in accordance with their true intent.

### **2.4 Severability**

If any provision of this Assignment Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Assignment Agreement and the remaining provisions shall continue in full force and effect.

### **2.5 Governing Law**

This Assignment Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### **2.6 Headings**

The division of this Assignment Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Assignment Agreement.

### **2.7 References**

Where in this Assignment Agreement reference is made to an article or section, the reference is to an article or section in this Assignment Agreement unless the context indicates the reference is to some other agreement. The terms "this Assignment Agreement", "hereof", "hereunder" and similar expressions refer to this Assignment Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. The word "includes" or "including" shall mean "includes without limitation" or "including without limitation", respectively. The word "or" is not exclusive.

**2.8 Number and Gender**

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

**2.9 Notice**

Any notice, consent or approval required or permitted to be given in connection with this Assignment Agreement shall be in writing and shall be sufficiently given if delivered or transmitted in accordance with the Agreement.

**2.10 Recourse against Vendor**

Any recourse the Purchaser has against the Vendor for a breach of this Assignment Agreement shall be against the Vendor solely in its capacity as Court-appointed receiver under Alberta Court of Queen's Bench File No. 2101-10083, and not against Deloitte Restructuring Inc., in its personal or corporate capacity.

**2.11 Counterparts and Delivery**

All parties agree that this Assignment Agreement may be executed in counterpart and transmitted by facsimile or e-mail (PDF) and that the reproduction of signatures in counterpart by way of facsimile or e-mail (PDF) will be treated as though such reproduction were executed originals.

[Remainder of page intentionally left blank. Signature page follows.]

**IN WITNESS WHEREOF** the parties have executed this Assignment of Intellectual Property Agreement on the date first written above.

**DELOITTE RESTRUCTURING INC.**, solely in its capacity as Court-appointed Receiver and Manager of Cococo Chocolatiers Inc., and not in its personal capacity

Per:   
Name: Ryan Adlington  
Title: Senior vice President

**COCOA COMMUNITY CONFECTIONS INC.**

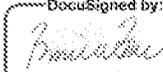
Per: \_\_\_\_\_  
Name:  
Title:

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

**COCOA COMMUNITY CONFECTIONS INC.**

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



December 22, 2021

Cococo Chocolatiers Inc.  
1313 - 1 Street, S.E.  
Calgary, Alberta  
T2G5L1

Dear Sir:

As you know, Deloitte Restructuring Inc., ("**Deloitte**"), solely in its capacity as Court-appointed Receiver and Manager of Cococo Chocolatiers Inc. ("**Cococo**"), and not in its personal capacity, recently assigned the intellectual property of Cococo to Cocoa Community Confections Inc. ("**Cocoa**") as part of that certain Assignment of Intellectual Property entered into between Deloitte and Cocoa on October 15, 2021 ("**Assignment**"), which included the trademarks specifically set forth on Exhibit "A" to this letter (the "**Trademarks**"). The Assignment was an ancillary closing document with respect to a definitive Agreement of Purchase and Sale (Stalking Horse) entered into between Deloitte and Panterra Mortgage & Financial Corporation Ltd. ("**Panterra**") or its "nominee" (ultimately being Cocoa) on August 18, 2021.

This letter clarifies the Assignment in relation to the Trademarks registered with the United States Patent and Trademark Office ("**USPTO**") and in particular clarifies that Cocoa, and its successors, assigns and legal representatives has been assigned, transferred and conveyed all right, title and interest in and to the goodwill of any and all business carried on in association with and symbolized by the Trademarks, and together with all causes of action for past infringement of the Trademarks.

ACCEPTED AND AGREED TO:

**COCOCO CHOCOLATIERS INC.**

Per: 

Name: Brian Beck

Title: Director

Date: December 21, 2021

ACCEPTED AND AGREED TO:

**COCOA COMMUNITY CONFECTIONS INC.**

Per: 

Name: Brian Beck

Title: President

Date: December 21, 2021

## **EXHIBIT A**

Registered Mark	US Registration Number	Registration Date	Status
CHOCOLATES BY BERNARD	3554168	December 30, 2008	Registered
CHOCOLATERIE BERNARD	3587119	March 10, 2009	Registered
	4848720	November 10, 2015	Registered
COCOCO	4848721	November 10, 2015	Registered



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ACCEPTED AND AGREED TO:

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**COCOCO CHOCOLATIERS INC.**

**COCOA COMMUNITY CONFECTIONS INC.**

Per: 

Per: 

Name: Brian Beck

Name: Brian Beck

Title: Director

Title: President

Date: December 21, 2021

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