

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM737985

<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>
Zitner Candy Corp.		06/16/2022	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zitner's Fine Confections, Inc.		
<b>Street Address:</b>	3120 N. 17th Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19132		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4940227	BUTTER KRAK	
<b>Registration Number:</b>	5915363	KRAK KRINGLE DELIGHTS	
<b>Registration Number:</b>	5025214	ZITNER'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156894934		
<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>	2159791191		
<b>Email:</b>	nkmclaughlin@duanemorris.com		
<b>Correspondent Name:</b>	Nicole K. McLaughlin; DUANE MORRIS LLP		
<b>Address Line 1:</b>	30 South 17th Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-4196		
<b>ATTORNEY DOCKET NUMBER:</b>	G3008-		
<b>NAME OF SUBMITTER:</b>	Nicole K. McLaughlin		
<b>SIGNATURE:</b>	/Nicole K. McLaughlin/		
<b>DATE SIGNED:</b>	06/30/2022		
<b>Total Attachments: 2</b>			
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## AMENDED AND RESTATED BILL OF SALE

This **AMENDED AND RESTATED BILL OF SALE** ("Bill of Sale") is executed this 16<sup>th</sup> day of June, 2022, but is effective as of August 1, 2020 (the "Effective Date") by **Zitner Candy Corp.** ("Seller") in favor of **Zitner's Fine Confections, Inc.** ("Buyer"). This Bill of Sale amends and restates in its entirety that certain Bill of Sale dated July 31, 2020 ("Original Bill of Sale") in order to, *inter alia*, correct the Effective Date and name and identity of the Buyer, which were erroneously designated in the Original Bill of Sale as "July 31, 2020" and "S Zitner Confections, Inc" instead of "August 1, 2020" and "Zitner's Fine Confections, Inc."

**WHEREAS**, Seller is the holder of all of the assets, both tangible and intangible, used in the production and sale of its confection products; and

**WHEREAS**, Seller and Buyer are parties to that certain Asset Acquisition and Purchase and Sale Agreement dated as August 1, 2020 (the "Agreement") providing for, among other things, the sale and transfer of all of Seller's right, title and interest in and to the Seller company assets, tangible and intangible (including all goodwill), to Buyer; and

**WHEREAS**, Seller desires to effectuate the sale and transfer to Buyer of all Seller company assets, but none of its liabilities, by the execution and delivery of this Bill of Sale.

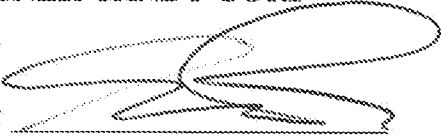
**NOW THEREFORE**, for and in consideration of the sum of \$1,050,000.00, plus pro-rations and adjustments as set forth in the Agreement, paid to it at or before the ensembling and delivery of these presents, the premises and mutual agreements set forth herein and therein and other good and valuable consideration, the receipt and sufficiency of which Seller hereby acknowledges, the Seller hereby agrees as follows:

1. Pursuant to the terms of the Agreement, Seller does hereby sell, transfer, and deliver to Buyer, all of its right, title and interest in the assets, to and under the Agreement, tangible and intangible (including all goodwill), without recourse, and without warranty of any kind or nature, except as provided for in the Agreement. Notwithstanding the execution date of this Bill of Sale, the conveyance effected hereby shall be effective for all purposes as of the Effective Date. This Bill of Sale is being executed and delivered pursuant to Section 2 of the Original Bill of Sale.
2. Seller shall, from time to time at Buyer's reasonable request, execute such further documentation and take such further action as is necessary and appropriate to effectuate the sale, assignment, transfer and delivery of the assets of Seller to Buyer.
3. This Bill of Sale shall be governed by the laws of the State of Pennsylvania without regard to its principles of conflicts of laws. Facsimile or "pdf" signatures hereto shall have the same force and effect as original signatures hereto.

*Signature page follows*

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on the day and year first above written.

ZITNER CANDY CORP

By:   
Name: Evan Prochniak  
Title: Sole Shareholder