

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759089

<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>
Westminster Cracker Company, Inc.		09/16/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lucy's LLC		
<b>Street Address:</b>	71 Munsill Ave		
<b>City:</b>	Bristol		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05443		
<b>Entity Type:</b>	Limited Liability Company: VERMONT		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85613061	CINNAMON THIN	
<b>Serial Number:</b>	85558359	LUCY'S	
<b>Serial Number:</b>	85558350	LUCY'S	
<b>Serial Number:</b>	77950499	LUCY'S	
<b>Serial Number:</b>	77177364	LUCY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8026602000		
<b>Email:</b>	cstanton@moultonlg.com		
<b>Correspondent Name:</b>	Caitlin Stanton		
<b>Address Line 1:</b>	3 MAIN STREET, SUITE 214		
<b>Address Line 2:</b>	PO BOX 700		
<b>Address Line 4:</b>	Burlington, VERMONT 05402		
<b>NAME OF SUBMITTER:</b>	Caitlin Stanton		
<b>SIGNATURE:</b>	/Caitlin Stanton/		
<b>DATE SIGNED:</b>	10/04/2022		
<b>Total Attachments: 4</b>			

OP \$140.00 85613061

source=Assignment of Intellectual Property Lucys 9-16-22#page1.tif  
source=Assignment of Intellectual Property Lucys 9-16-22#page2.tif  
source=Assignment of Intellectual Property Lucys 9-16-22#page3.tif  
source=Assignment of Intellectual Property Lucys 9-16-22#page4.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY AND TRADEMARKS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT (the "Assignment"), dated as of September 16, 2022, is entered into by and between **Westminster Cracker Company, Inc.**, a Vermont corporation ("Assignor"), and **Lucy's LLC.**, a Vermont limited liability company (the "Company").

**WITNESSETH:**

WHEREAS, Assignor and the Company are parties to that certain Asset Purchase Agreement dated September 16, 2022 (the "APA");

WHEREAS, Assignor has certain intellectual property rights included in the Assets (as defined in the APA), including certain registered trademarks, as set forth on Exhibit A hereto (the "Marks");

WHEREAS, the Assignor wishes to assign all of Assignor's right, title and interest in such intellectual property and the Marks, and all goodwill of any business associated or connected therewith or symbolized thereby, and the Company wishes to acquire all of the Assignor's rights in such intellectual property and the Marks, as provided for herein; and

WHEREAS, the Assignor and Company wish to record the Assignment in the U.S. Patent and Trademark Office;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby assigns to the Company all of the Assignor's right, title and interest in and to all intellectual property included in the Assets, including all administrative rights relating thereto, including, without limitation, the Marks, all goodwill associated therewith, all proceeds therefrom, all administrative rights relating thereto all the right to prosecute trademark applications and oppose or seek to cancel third party trademark applications, and all choses-in-action pertaining thereto, including, without limitation, the right to bring an action at law or in equity for any infringement, dilution or violation of the Marks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Marks.

2. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. The Assignor agrees to provide all assistance reasonably requested by the Company to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If, for any reason, the Company is unable, after reasonable effort, to secure the Assignor's signature on any document needed to procure or perfect the Company's interest in the intellectual property included in the Assets, including, without limitation, the Marks, the Assignor hereby appoints the Company as its attorney-in-fact, with full power of substitution, on behalf of the Assignor and for the benefit of the Company, to execute and enter into any documentation relating to such intellectual property, to secure recordation or registration of such intellectual property and of this

Assignment, to demand and receive such intellectual property, to give receipts and releases for and in respect of the such intellectual property, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action that the Company deems necessary or desirable to perfect or enforce its rights in the such intellectual property. The Assignor stipulates and agrees that such appointment is a right coupled with an interest and that such appointment will survive the incapacity or unavailability of the Assignor at any future time.

IN WITNESS WHEREOF, the parties have signed this Assignment on the date first set forth above.

ASSIGNOR:

WESTMINSTER CRACKER COMPANY, INC.

By: Raymond D. Booth  
Raymond D. Booth, President

STATE OF Vermont )  
Rutland COUNTY ) SS.

On this 16 day of Sept, 2022, before me personally appeared Raymond Booth, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Before me,

Cynthia Dauder  
Notary Public: 157.003823  
My Commission Expires: 1/2023

COMPANY:

LUCY'S, LLC

DocuSigned by:  
By: Kevin Harper  
Kevin Harper, Manager

**EXHIBIT A****Federal Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>U.S. Trademark Serial Number</b>
LEMON GOODNESS	United States	86389437
CHOCOLATE CHOCOLATE CHUNK	United States	86389426
PUMPKIN PATCH	United States	86758977
LUCY'S BLEND	United States	86505436
LOOKIE COOKIE	United States	86389462
LEMONY SUNSHINE	United States	86389442
SNACK 'N GO PACKS	United States	85613078
CINNAMON THIN	United States	85613061
HOLIDAY SUGARS	United States	85613056
MAPLE BLISS	United States	85613024
LUCY'S	United States	85558359
LUCY'S	United States	85558350
LUCY'S	United States	77950499
LUCY'S	United States	77177364

