

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R. M. PALMER COMPANY		03/13/2023	Corporation:
RECEIVING PARTY DATA			
Name:	R.M. PALMER COMPANY LLC		
Street Address:	77 S. Second Avenue		
City:	West Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1837304	AMERICA'S FAVORITE HOLIDAY CANDY	
Registration Number:	3257500	BABY BINKS	
Registration Number:	2129475	BONE HEADS	
Registration Number:	1664288	BUNNY BITES	
Registration Number:	1033191	BUNNY MUNNY	
Registration Number:	2534247	BUNNYETTES	
Registration Number:	5329483	CARROT PATCH PETE	
Registration Number:	4652293	CREEPY PEEPERS	
Registration Number:	1183144	CRISP KRINGLE	
Registration Number:	2671072	DAIRY GOOD	
Registration Number:	1800958	DOUBLE CRISP	
Registration Number:	2048137	FAVORS	
Registration Number:	4574762	FUN FAVORITES	
Registration Number:	4406787	HEARTTOONS	
Registration Number:	1823018	HEFFELFLOPPER	
Registration Number:	1656957	KRINGLES	
Registration Number:	4574548	MAKING CANDY FUN	
Registration Number:	1357053	MONSTER MUNNY	
Registration Number:	1154117	PALMER	

OP \$540.00 1837304

Property Type	Number	Word Mark
Registration Number:	4382058	PALMER BEST FRIENDS!
Registration Number:	3214559	SUPER SPORTS

CORRESPONDENCE DATA

Fax Number: 2033255001

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: 2033255049

Email: mholmes@fdh.com

Correspondent Name: Matthew Holmes

Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER: Matthew Holmes

SIGNATURE: /Matthew Holmes/

DATE SIGNED: 03/30/2023

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) made as of the 13th day of March 2023 by R. M. PALMER COMPANY, a Pennsylvania corporation with an address of 77 S. Second Avenue, West Reading PA 19611 (“Assignor”), to R.M. PALMER COMPANY LLC, a Delaware limited liability company with an address of 77 S. Second Avenue, West Reading PA 19611 (“Assignee”). Assignor and Assignee may sometimes be referred to herein individually as a “Party” and, collectively, as the “Parties”.

RECITALS

A. Assignor and Assignee have entered into an Asset and Liability Contribution Agreement dated as of the date hereof (the “Contribution Agreement”) pursuant to which, among other things, (1) Assignor will transfer, assign, and contribute to Assignee, and Assignee will accept from Assignor, substantially all of the assets of Assignor as more fully described in the Contribution Agreement (collectively, the “Contributed Assets”); and (2) Assignor will transfer, delegate, and contribute to Assignee, and Assignee will assume and agree to pay, perform, and otherwise be liable for, substantially all of the liabilities and obligations of Assignor as more fully described in the Contribution Agreement (collectively, the “Assumed Liabilities”), all subject to, and in accordance with, the terms and conditions set forth in the Contribution Agreement. Capitalized terms used in this Assignment which are not otherwise defined herein will have the meanings given to such terms in the Contribution Agreement.

B. In connection with Assignor’s transfer, assignment, and contribution of the Contributed Assets to Assignee pursuant to the Contribution Agreement, Assignor is to assign and transfer to Assignee, as part of the Contributed Assets, certain intellectual property rights owned by Assignor (including, but not limited to, the registered copyrights, registered trademarks and uniform resource locator registrations (and social media accounts) owned by Assignor and identified on Schedule “A” attached to, and made a part of, this Assignment) (collectively, the “Intellectual Property”), in accordance with terms of this Assignment,

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agrees as follows:

1. Incorporation of Preamble and Recitals; Defined Terms. The preamble and recitals set forth above in this Assignment (including, but not limited to, all defined terms set forth therein) are hereby incorporated by reference into this Assignment and made a part hereof as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby assigns, transfers, conveys, contributes, and sets over unto Assignee, without recourse, Assignor’s entire right, title and interest in, to and under the Intellectual Property, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor’s copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses in connection with the Intellectual Property), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, but not limited to, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor’s other rights relating thereto (the Intellectual

Property, together with the other rights to be transferred to Assignee as described in this Section 2, shall be collectively referred to as, the “**Rights**”).

3. Separate Short-Form Assignments of Registered Intellectual Property; etc. Assignor shall, promptly following the date of this Assignment, (a) execute and deliver to Assignee such short-form assignments (in the form prescribed by Assignee) as shall be necessary to evidence and effectuate the assignment of record of that portion of the Intellectual Property comprised of registered copyrights and registered trademarks in (as applicable) the United States Copyright Office, the United States Patent and Trademark Office, and any foreign trademark office or registrar; and (b) take such commercially reasonable actions as shall be necessary to transfer to Assignee that portion of the Intellectual Property comprised of uniform resource locator registrations and social media accounts.

4. Further Actions. From time to time after the date hereof, and without further consideration, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee may reasonably request in order to permit Assignee to (a) further perfect and record Assignee’s ownership rights in the Rights or (b) prosecute any infringements of the Rights; provided, however, that Assignee shall, promptly upon the request of Assignor, reimburse Assignor for any reasonable out-of-pocket expenses incurred by Assignor in connection with the performance of its obligations under this Section 4.

5. No Effect on Contribution Agreement. The Contribution Agreement will survive the execution and delivery of this Assignment and will continue in full force and effect as provided in the Contribution Agreement and the terms of the Contribution Agreement are hereby incorporated into this Assignment by reference as if fully set forth herein. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition, delegation, assumption, or acceptance as to any of the Contributed Assets or any of the Assumed Liabilities shall restrict, impair, reduce, expand or otherwise modify the rights or obligations of the Parties under, or the terms of, the Contribution Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties, or obligations imposed upon either of them by the terms of the Contribution Agreement. In the event that any provision of this Assignment is construed to conflict with a provision in the Contribution Agreement, the Parties agree that the provisions of the Contribution Agreement will control.

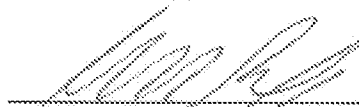
6. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

7. Governing Law. The construction, interpretation, and enforcement of this Assignment shall be governed by the domestic, internal laws (but not the law of conflicts of law) of the State of Delaware.

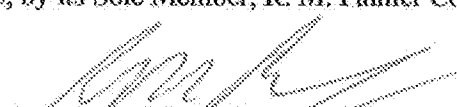
8. Counterparts; Etc. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Any Party to this Assignment may deliver an executed copy hereof by facsimile transmission or electronically in portable document format (pdf) to the other party hereto and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed and delivered as of the day and year first above written.

R. M. PALMER COMPANY

By: 
Richard M. Palmer, Jr., President

Agreed and accepted by R.M. PALMER COMPANY
LLC, by its Sole Member, R. M. Palmer Company

By: 
Richard M. Palmer, Jr., President

STATE OF FLORIDA :

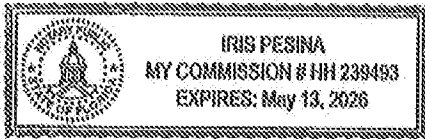
: ss.

COUNTY OF [Monroe]

:

On this [9] day of [March], 2023, before me, a notary public, the undersigned officer, personally appeared Richard M. Palmer, Jr., who acknowledged himself to be the President of R. M. Palmer Company, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing Assignment of Intellectual Property for the purposes therein contained by signing the name of the corporation by himself as such officer.

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



[Signature]
Notary Public

STATE OF FLORIDA:

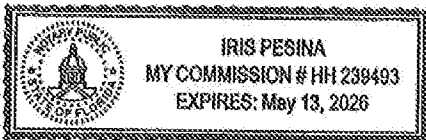
: ss.

COUNTY OF [Monroe]

:

On this [9] day of [March], 2023, before me, a notary public, the undersigned officer, personally appeared Richard M. Palmer, Jr., who acknowledged himself to be the President of R. M. Palmer Company, which is the sole member of R.M. Palmer Company LLC, a Delaware limited liability company, and that he as such officer of R. M. Palmer Company, being authorized to do so, executed the foregoing Assignment of Intellectual Property for the purposes therein contained by signing the name of the limited liability company by himself as such officer of the limited liability company's sole member.

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



[Signature]
Notary Public

Schedule "A"
to
Assignment of Intellectual Property

A. REGISTERED COPYRIGHTS

United States

1. PALMER MINTY BELLS – Published 09/12/1986 – Registered 08/03/1989 – VA0000353906

B. REGISTERED TRADEMARKS

<u>United States</u>	<u>Registration/Serial Number</u>	<u>Registration Date</u>
1. America's Favorite Holiday Candy	RN: 1837304 SN: 74322961	May 17, 1994
2. Baby Binks (Stylized)	RN: 3257500 SN: 76663913	July 3, 2007
3. Bone Heads	RN: 2129475 SN: 75111237	January 13, 1998
4. Bunny Bites	RN: 1664288 SN: 74121194	November 12, 1991
5. Bunny Munny	RN: 1033191 SN: 73052241	February 10, 1976
6. Bunnyettes	RN: 2534247 SN: 76282752	January 29, 2002
7. Carrot Patch Pete	RN: 5329483 SN: 87419110	November 7, 2017
8. Creepy Peepers	RN: 4652293 SN: 86260660	December 9, 2014
9. Crisp Kringle	RN: 1183144 SN: 73221231	December 22, 1981

10. Dairy Good (and design)	RN: 2671072 SN: 76152533	January 7, 2003 (expired)
11. Double Crisp	RN: 1800958 SN: 74287651	October 26, 1993
12. Favors	RN: 2048137 SN: 74599647	March 25, 1997
13. Fun Favorites	RN: 4574762 SN: 86043121	July 29, 2014
14. Hearttoons	RN: 4406787 SN: 85851429	September 24, 2013
15. Heffelflopper	RN: 1823018 SN: 74288749	February 22, 1994
16. Kringles	RN: 1656957 SN: 74026946	September 10, 1991
17. Making Candy Fun	RN: 4574548 SN: 85947912	July 29, 2014
18. Monster Munny	RN: 1357053 SN: 73495571	August 27, 1985
19. Palmer (and design)	RN: 1154117 SN: 73234867	May 12, 1981
20. Palmer Best Friends (and design)	RN: 4382058 SN: 85552510	August 13, 2013
21. Super Sports	RN: 3214559 SN: 76652016	March 6, 2007

Canadian Trademarks

	<u>Registration/Application Number</u>	<u>Registration Date</u>
1. Creepy Peeper	RN: TMA601963 AN: 1096493	February 11, 2004
2. Double Crisp	RN: TMA573562 AN: 1096496	January 14, 2003
3. Making Candy Fun	AN: 2201234	Pending
4. Palmer (and design)	AN: 2203661	Pending
5. Palmer P (and design)	RN: TMA401682 AN: 0678327	August 21, 1992

Mexican Trademark

	<u>Registration/Application Number</u>	<u>Registration Date</u>
1. Heavenly Hearts	RN: 2384485 AN: M2682084	April 20, 2022
2. Palmer (and design)	RN: 402228 AN: M113136	November 25, 1991
3. Palmer	AN: M2682086	Pending
4. Super Sports (with ball design)	RN: 2382848 AN: M2682079	April 18, 2022
5. Super Sports	RN: 1700633 AN: M1663830	November 25, 2016
6. Heart Toons (Stylized)	RN: 2384486 AN: M2682085	April 20, 2022

International Trademark

	<u>Registration Number</u>	<u>Registration Date</u>
1. Super Sports	RN: 1265906	August 11, 2015

C. UNIFORM RESOURCE LOCATORS (AND SOCIAL MEDIA ACCOUNTS)

1. www.rmpalmer.com (Network Solutions)
2. www.rmpalmer.net (Network Solutions)
2. Instagram: @rmpalmercompany
3. LinkedIn: RM Palmer Company
4. Facebook: RM Palmer Company
5. Twitter: @RMPalmerCompany
6. Pinterest @rmpalmercompany