

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800638

<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>
Catalent Wellness New Jersey, LLC		03/07/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Candy Whisperer LLC		
<b>Street Address:</b>	3420 University Blvd		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75205		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1655914	GOLIGHTLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6036255650		
<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>	603-628-1311		
<b>Email:</b>	mark.wright@mclane.com		
<b>Correspondent Name:</b>	Mark A. Wright		
<b>Address Line 1:</b>	900 Elm Street		
<b>Address Line 2:</b>	McLane Middleton, P.A.		
<b>Address Line 4:</b>	Manchester, NEW HAMPSHIRE 03101		
<b>NAME OF SUBMITTER:</b>	Mark A. Wright		
<b>SIGNATURE:</b>	/Mark A. Wright/		
<b>DATE SIGNED:</b>	04/05/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of March 7, 2023 is between Catalent Wellness New Jersey, LLC a Delaware limited liability company ("Assignor"), and Candy Whisperer LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver to Assignee all of its rights, title, and interest to, and Assignee desires to purchase and accept, each of the trademarks and service marks reflected on Exhibit A hereto (the "Marks");

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Sale and Transfer of Marks. In connection with the Asset Purchase Agreement, dated as of the date hereof, by and among Assignee and Assignor (the "Purchase Agreement"), Assignor hereby sells, transfers, assigns, and conveys to Assignee, and Assignee hereby purchases and accepts, the Marks together with the goodwill of the business symbolized by the Marks, and all of Assignor's rights, title, and interest in, to, and under, the Marks, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either at law or in equity for past, present or future infringement of said Marks.

2. Further Assurances. Assignor and Assignee each agree that from and after the date of this Agreement, each of them will, and will cause their respective affiliates to, execute and deliver such further instruments of transfer and take such other action as may reasonably be requested by either Party to carry out the purposes and intents of this Agreement so that the transfer of the Marks to Assignee is recorded, including, without limitation, by completion, signature, response email, online actions, notarization and/or filing of all documents necessary to record such sale and transfer.

3. Governing Law; Jurisdiction. This Agreement shall be governed by the Laws of the State of New Jersey without regard to its choice of law rules.

4. Severability. If any provision hereof is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Miscellaneous. This Agreement (a) may be modified only by a writing signed by each Party, (b) may be executed in counterparts, (c) is binding on the Parties and their successors and

permitted assigns, and (d) may not be assigned without the written consent of the non-assigning Party. There are no oral agreements between the Parties related to the subject matter hereof. Copies of signature page(s) to this Agreement that are faxed, or sent by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, will be fully binding and enforceable without the need for delivery of any manually executed signature page(s). Any Exhibit referred to herein is incorporated by reference herein. The captions in this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement. Use of "herein," "hereof," "hereby," or similar terms refer to this Agreement as a whole. The reference to any gender shall be construed to include the masculine, feminine, and neuter. Time is of the essence with respect to all of the obligations in this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

**ASSIGNOR:**

Catalent Wellness New Jersey, LLC

By: \_\_\_\_\_

Name: Dr. Aris Gennadios

Title: Group President, Pharma and  
Consumer Health

**ASSIGNEE:**

Candy Whisperer LLC

By: \_\_\_\_\_

Name: Alexander Guiva

Title: Member

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

**TRADEMARK**  
**REEL: 008034 FRAME: 0220**

EXHIBIT A

Registered Trademarks

Country	Mark	Ser. No.	Date Filed	Reg. No.	Date Reg.	Class
USA	GOLIGHTLY & Design	74051178	1990-04-18	1655914	1991-09-03	046