

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
America's Favorite Gourmet Popcorn		04/27/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Chesapeake Bay Snacks, LLC		
Street Address:	2601 Georgetown Road		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4269189	POPPED! REPUBLIC	
CORRESPONDENCE DATA			
Fax Number:	7035252207		
<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>			
Phone:	703-525-4000		
Email:	trademarks@beankinney.com		
Correspondent Name:	Kandis Koustenis, Bean Kinney & Korman		
Address Line 1:	2311 Wilson Boulevard		
Address Line 2:	Suite 500		
Address Line 4:	Arlington, VIRGINIA 22201		
ATTORNEY DOCKET NUMBER:	24998.000		
NAME OF SUBMITTER:	Kandis Koustenis		
SIGNATURE:	/Kandis Koustenis/		
DATE SIGNED:	05/15/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) dated as of this 27th day of April, 2023 between America’s Favorite Gourmet Popcorn, LLC, a Virginia limited liability company (“**Assignor**”), and Chesapeake Bay Snacks, LLC, a Delaware limited liability company (“**Assignee**”, and each of Assignor and Assignee, a “**Party**”).

WHEREAS, Assignor and Assignee have entered into that Asset Purchase Agreement dated March 7, 2023 for the purchase of all assets and inventory of Assignor; and

WHEREAS, in connection with the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title and interest in and to the Assigned Marks (as defined below).

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to (i) the trademarks set forth in Schedule A hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term “POPPED! REPUBLIC”, design or other source identifier that is a derivative of or confusingly similar to the term “POPPED! REPUBLIC”, (iv) any registration or application for registration of any of the foregoing, and (v) any goodwill associated with any of the foregoing (collectively, the “**Assigned Marks**”).

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. DISCLAIMER; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.


4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia without regard to the conflict of law rules of such state.


[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

AMERICA'S FAVORITE GORMET
POPCORN, LLC


By: 

Name: Christina Stanley
Title:

By: 

Name: Mark Midwin
Title:

CHESAPEAKE BAY SNACKS, LLC

By: 

Name: Thaddeus Paul
Title:

[signature page to Trademark Assignment Agreement]

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Registration No.</u>
U.S.	POPPED! REPUBLIC	Registered	85418457	4269189