

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829783

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SweetWorks Confections LLC		06/30/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World's Finest Chocolate, Inc.		
<b>Street Address:</b>	4801 South Lawndale		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60632		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3871938	OVATION	
<b>Registration Number:</b>	6749941	NIAGARA CHOCOLATES	
<b>Registration Number:</b>	6655473	AMERICA'S LOCAL CHOCOLATE COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7166260366		
<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>	(716) 626-1564		
<b>Email:</b>	esimpson@idealawyers.com		
<b>Correspondent Name:</b>	Ellen S. Simpson		
<b>Address Line 1:</b>	Simpson & Simpson PLLC		
<b>Address Line 2:</b>	5555 Main Street		
<b>Address Line 4:</b>	Williamsville, NEW YORK 14221		
<b>ATTORNEY DOCKET NUMBER:</b>	SWEG101US		
<b>NAME OF SUBMITTER:</b>	Ellen S. Simpson		
<b>SIGNATURE:</b>	/Ellen S. Simpson/		
<b>DATE SIGNED:</b>	08/06/2023		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), effective June 30, 2023, is made by and between **SweetWorks Confections LLC**, a Delaware limited liability company (“**Seller**”), and **World’s Finest Chocolate, Inc.**, a Delaware corporation (“**Purchaser**”), pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and between Seller and Purchaser (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and corresponding entities or agencies in any other applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided, however, that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (subject to the Purchase Agreement with respect to Seller’s right to sell off remaining stock of finished goods and to receive an earnout based on Net Sales of trademarked product sold by Purchaser); and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of the Canadian Intellectual Property Office and other corresponding entities or agencies in any applicable

jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** The laws of the State of New York, without giving effect to their conflicts of law principles that would cause another jurisdiction's laws to apply, govern all matters arising out of or relating to this Trademark Assignment and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

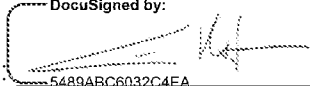
6. **Counterparts.** This Trademark Assignment may be signed in any number of counterparts, each of which is deemed to be an original and all of which, when taken together, shall constitute one and the same document. For all purposes, a facsimile or other electronic version (e.g., a pdf or other electronic signatures, e.g., www.docuSign.com) of this executed Trademark Assignment is deemed to have the same legal effect as an original. No party hereto may raise as a defense to the formation or enforceability of this Trademark Assignment, and each party hereto forever waives any such defense, based on (a) the use of a facsimile, email, electronic, or such other transmission method to deliver a signature or (b) the fact that any signature was signed and subsequently transmitted by facsimile, email, electronic, or such other transmission method.

[SIGNATURE PAGE FOLLOWS.]

*Signature Page to Trademark Assignment*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

**SweetWorks Confections LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
5489ABC6032C4EA  
Name: Emanuel Ritzmann  
Title: CFO

By: \_\_\_\_\_  
Name: Moritz Werner  
Title: Head BU International

[Signature page follows.]

*Signature Page to Trademark Assignment*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

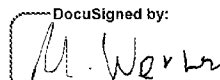
**SweetWorks Confections LLC**

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

Name: Emanuel Ritzmann

Title: CFO

DocuSigned by:



By: \_\_\_\_\_  
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Name: Moritz Werner

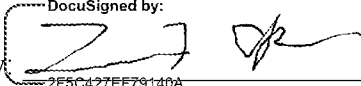
Title: Head BU International

[Signature page follows.]


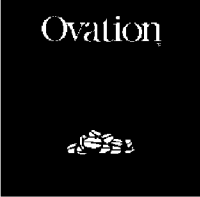


*Signature Page to Trademark Assignment*

IN WITNESS WHEREOF, Purchaser has duly executed and delivered this Trademark Assignment as of the date first written above.

**World's Finest Chocolate, Inc.**

DocuSigned by:  
By:   
2F5C427EF7314DA  
Name: Edmond F. Opler  
Title: Chairman & CEO

Schedule 1  
Assigned Trademark Registrations and Applications

Intellectual Property	IP Category	Country	Status	Registration /Application Number
Ovation	Trademark	United States	Registered	3,871,938
Ovation	Trademark	Canada	Registered	TMA261,280
Niagara Chocolates	Trademark	United States	Registered	6,749,941
Niagara Chocolates	Trademark	Canada	Pending	2068867
Niagara Chocolates	Trademark	International Registry [Statement of Grant of Protection issued in Switzerland, European Union, and India.]	Registered	1602047
America's Local Chocolate Company	Trademark	United States	Registered	6,655,473
OVATION & ALMOND DESIGN <b>Ovation</b> 	Trademark	Canada	Registered	TMA327130
OVATION & DESIGN (COFFEE BEANS) 	Trademark	Canada	Registered	TMA325446
OVATION & DESIGN (ORANGE) 	Trademark	Canada	Registered	TMA325445
OVATION & DESIGN 	Trademark	Canada	Registered	TMA266584