

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEAVER POPCORN MANUFACTURING, INC.		12/01/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	WEAVER POPCORN BULK, LLC		
Street Address:	645 W. Carmel Drive		
Internal Address:	Suite 180		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2992289	WEAVER GOLD	
Registration Number:	1690407	WEAVER GOLD	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	WBC07-00201		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	12/01/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("TM Assignment"), dated effective as of **December 1, 2023**, is made by **WEAVER POPCORN MANUFACTURING, INC.**, an Indiana corporation ("Assignor"), in favor of **WEAVER POPCORN BULK, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor desires to convey, transfer, and assign, from Assignor to Assignee, any and all intellectual property rights that are identified herein and on Schedule 1 to this TM Assignment, for the mutual benefit of the parties; and Assignor desires to execute and deliver this TM Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For the mutual benefit of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

- (a) All trademarks, trade dress, trademark registrations, and trademark applications owned by Assignor, and all issuances, extensions, and renewals thereof, including without limitation, all of the foregoing that constitute unregistered trademarks held by Assignor, that in each case relate to the trademark "WEAVER GOLD", including without limitation, those set forth in **Schedule 1** hereto, in each case together with the goodwill of the business, connected with the use of, and symbolized by, such intellectual property, (the "Trademarks");
- (b) All rights of Assignor, of any kind whatsoever, accruing under any of the foregoing and provided by the applicable law of any jurisdiction, international treaty or convention, or 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; 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 relief, and any other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental official in any jurisdiction,

both domestic and foreign, to record and register this TM Assignment upon request by Assignee. Assignor shall take such steps and actions and render all necessary cooperation to Assignee and its successors, assigns, and legal representatives following the date hereof, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, including without limitation all action necessary to secure the execution, completion, or filing of any requested documents, powers of attorney, files, registrations, or other similar items.

3. Power of Attorney. Assignor expressly grants Assignee, on behalf of Assignor, the right and power of attorney necessary to file and perfect the recordation of such documents as necessary to update with any government agency or entity, the assignment and name change of Assignor to that of Assignee, and thereby ensure the recordation of proper chain of title for the Assigned IP. Further, Assignor hereby agrees to provide any documents and cooperation necessary in furtherance of such action.

4. Counterparts. This TM Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this TM Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this TM Assignment.

5. Amendment. No amendment or waiver of any provision of this TM Assignment shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or in writing and executed by the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

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


7. Governing Law. This TM Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this TM Assignment and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE & NOTARY PAGES FOLLOW]

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

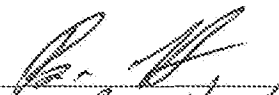
ASSIGNOR

**WEAVER POPCORN MANUFACTURING,
INC.**

By: 
Name: Sam Carlson
Title: CEO

ASSIGNEE

WEAVER POPCORN BULK, LLC

By: 
Name: Ben Hunt
Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

ASSIGNOR

WEAVER POPCORN MANUFACTURING, INC.

By: [Signature]
Name: Jason Foshay
Title: CEO

STATE OF INDIANA

COUNTY OF Hamilton

On this 29th day of November, 2023, the foregoing instrument was acknowledged before me personally by Jason Kashwan who, being by me sworn, did state as follows: that she/he is the CEO of WEAVER POPCORN MANUFACTURING, INC., and that she/he is authorized to execute the foregoing instrument on behalf of WEAVER POPCORN MANUFACTURING, INC., and that she/he signed and delivered said instrument as her/his own free and voluntary act, for the uses and purposes therein set forth.



Notary Public [Signature]
Printed Name: Kirk A. Marcum
My Commission Expires: 5-12-2030

[NOTARY PAGE 1 of 2 TO TRADEMARK ASSIGNMENT AGREEMENT]

ASSIGNEE

WEAVER POPCORN BULK, LLC

By: [Signature]
Name: Brian Howitt
Title: CEO

STATE OF INDIANA

COUNTY OF Hamilton

On this 29th day of November, 2023, the foregoing instrument was acknowledged before me personally by Brian Howitt who, being by me sworn, did state as follows: that she/he is the CEO of WEAVER POPCORN BULK, LLC, and that she/he is authorized to execute the foregoing instrument on behalf of WEAVER POPCORN BULK, LLC, and that she/he signed and delivered said instrument as her/his own free and voluntary act, for the uses and purposes therein set forth.

Notary Public [Signature]
Printed Name: Kirk A. Marcum
My Commission Expires: 5-12-2030



[NOTARY PAGE 2 of 2 TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE 1
ASSIGNED IP
(REGISTERED TRADEMARKS)

Title	Country	Application No.	Application/ Subsequent Designation Date	Registration No.	Registration Date
WEAVER GOLD	Republic of Korea	2004-30275	7/2/2004	40-623022	6/29/2005
WEAVER GOLD	Russian Federation	2004-714875	7/2/2004	299039	12/5/2005
WEAVER GOLD	Taiwan	093030517	7/1/2004	1161870	7/1/2005
WEAVER GOLD	United Kingdom	003923448	7/1/2004	003923448	9/6/2005
WEAVER GOLD	China	4272193	9/16/2004	4272193	2/28/2007
WEAVER GOLD	European Union IPO	003923448	7/1/2004	003923448	9/6/2005
WEAVER GOLD	India	1294574	7/6/2004	1294574	5/21/2007
WEAVER GOLD	Japan	2004-62171	7/5/2004	4839775	2/18/2005
WEAVER GOLD	US	78/443,936	6/30/2004	2,992,289	9/6/2005
WEAVER GOLD (stylized)	US	74/111,624	11/1/1990	1,690,407	6/2/1992