

900434025 01/02/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456496

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Standard Candy Company, Inc.		11/13/2017	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Goo Goo Cluster, LLC		
Street Address:	116 Third Avenue South		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Corporation: TENNESSEE <i>LIMITED LIABILITY CORPORATION</i>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3908218	ABC FRUIT CHOMPS	
Registration Number:	2157552	CUMBERLAND RIDGE CONFECTIONS	
CORRESPONDENCE DATA			
Fax Number:	6152422221		
<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:	615-242-2400		
Email:	eas@iplawgroup.com		
Correspondent Name:	Emily A. Shouse		
Address Line 1:	1600 Division Street, Suite 500		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	11545-N8816		
NAME OF SUBMITTER:	Emily A. Shouse		
SIGNATURE:	/emily a. shouse/		
DATE SIGNED:	01/02/2018		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of 12:01 a.m. (Central Time) on November 13, 2017, by and between Standard Candy Company, Inc., a Tennessee corporation ("Assignor"), and Goo Goo Cluster, LLC, a Tennessee limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Contribution and Distribution Agreement of even date herewith by and among Assignee, Assignor, and Standard Candy Holdings, Inc., a Tennessee corporation (the "Agreement").

WHEREAS, Assignor owns all right, title and interest in and to the Intellectual Property (as defined below) on Schedule A, attached hereto and incorporated by this reference.

WHEREAS, pursuant to the Agreement, Assignor has agreed to contribute, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in the Intellectual Property related to the Goo Goo Business.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement, and such further mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definition of Intellectual Property. "Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and invention disclosures, together with all reissues, continuations, continuations-in-part, divisions, nationalizations, extensions, and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, designs, shapes, configurations, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) trade secrets and confidential business information (including ideas, research and development, know-how, recipes, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including source code, executable code, data, databases, and related documentation), (g) advertising and promotional materials, (h) other proprietary rights, and (i) copies and embodiments (whether tangible or intangible) of any of the foregoing (in whatever form or medium).
2. Assignment of Intellectual Property. Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Intellectual Property related to the Goo Goo Business, throughout the world, together with the goodwill of the business symbolized by the

Intellectual Property, including without limitation, any and all causes of action and other rights assertable under the Intellectual Property, the right to sue third parties for past, present, and future infringement of or improper activities regarding the Intellectual Property, the right to assume any licenses connected with the Intellectual Property, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto ("Domain Names"), Assignor agrees to provide Assignee, on the Closing Date, with all account information with any registration authority with whom the Domain Names are registered, including any user names and passwords of Assignor relating thereto.

3. Assignment of Trademark License Agreement. Assignor hereby assigns and Assignee hereby assumes that certain Trademark Agreement, dated January 1, 2017, by and between Standard Candy Company, Inc. and Lotte Foods Co., LTD (the "Assumed Agreement").
4. Recordation and Further Assurances. Assignor hereby authorizes the Register of Copyrights in the United States Copyright Office and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor hereby authorizes and requests the applicable registration authority to transfer the Domain Names from Assignor to Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Intellectual Property and the Assumed Agreement to Assignee, or any assignee or successor thereto.
5. Amendments. This Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.
6. Headings; Interpretation. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment.
7. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by and law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

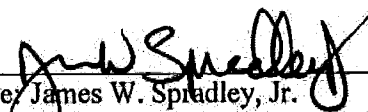
8. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
9. Governing Law. This Assignment shall be governed by the law of the state of Tennessee, without regard to the principles of conflicts of law. Any action to enforce this Assignment shall be brought exclusively in state or federal court located in Davidson County, Tennessee, and each party irrevocably submits to the jurisdiction of such courts in any such action.
10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.
11. Entire Agreement. This Assignment constitutes the entire agreement of the parties and supersedes any and all prior and contemporaneous agreements between the parties, written or oral, with respect to the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

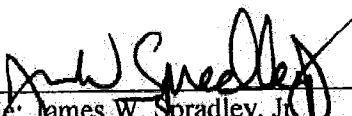
ASSIGNOR:

Standard Candy Company, Inc.

By: 
Name: James W. Spradley, Jr.
Title: Chief Executive Officer

ASSIGNEE

Goo Goo Cluster, LLC


By: 
Name: James W. Spradley, Jr.
Title: Chief Executive Officer



Signature page to IP Assignment

Schedule A

Intellectual Property

Trademarks:

Country	Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date
Canada	Standard Candy Company, Inc.	GOO GOO	0870746 March 2, 1998	TMA524224 March 2, 2000
South Korea	Standard Candy Company, Inc.	GOO GOO	0124501 Jan. 18, 2006	0124501 March 12, 1986
South Korea	Standard Candy Company, Inc.	GOO GOO (stylized)	40-2007-49755 Sept. 21, 2007	40-0753117 July 10, 2008
United States	Standard Candy Company, Inc.	ABC FRUIT CHOMPS	76688064 March 26, 2008	3908218 January 18, 2011
United States	Standard Candy Company, Inc.	Belle-Camp	73687263 October 1, 1987	1493385 June 21, 1988
United States	Standard Candy Company, Inc.	CUMBERLAND RIDGE CONFECTIONS	75154090 August 20, 1996	2157552 May 12, 1998
United States	Standard Candy Company, Inc.	GOO	76095610 July 25, 2000	2664051 December 17, 2002
United States	Standard Candy Company, Inc.	GOO GOO 	71519228 March 18, 1947	0508699 April 19, 1949
United States	Standard Candy Company, Inc.	GOO GOO	85948123 May 31, 2013	4470005 January 21, 2014

Country	Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date
United States	Standard Candy Company, Inc.	GOO GOO CLUSTER	76718450 September 11, 2015	4943491 April 26, 2016
United States	Standard Candy Company, Inc.	GOO GOO GOAL	76708855 August 26, 2011	4488682 February 25, 2014
United States	Standard Candy Company, Inc.	LIL' GOOS	76708857 August 26, 2011	4913866 March 8, 2016
United States	Standard Candy Company, Inc.	NUJOY 	71179492 April 21, 1923	0176608 November 27, 1923
United States	Standard Candy Company, Inc.	OLD SOUTH	73772688 January 3, 1989	1580330 January 30, 1990
United States	Standard Candy Company, Inc.	QUEEN'S TASTE 	71519229 March 18, 1947	0510023 May 24, 1949
United States	Standard Candy Company, Inc.	THAT BALL IS GOO GOO GONE	76708859 August 26, 2011	4270149 January 8, 2013
United States	Standard Candy Company, Inc.	WITCHES BROOMSTICKS	73740804 July 19, 1988	1535601 April 18, 1989

Domain Names:

Domain Name	Owner	Registrar	Expiration Date

Googoo.com	Standard Candy Company, Inc.	Network Solutions, LLC	July 30, 2020
Standardcandy.com	Standard Candy Company, Inc.	Network Solutions, LLC	October 21, 2019

Copyrights:

Title	Owner	Reg. No.	Reg. Date
Belle Camp.	Standard Candy Company, Inc.	VAu000405707	November 14, 1997

Unregistered Trademarks:



Trade Names:

Standard Candy
Standard Candy Company
Standard Candy Co.