

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Warrell Corporation		03/13/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Nassau Candy Distributors, Inc.		
Street Address:	550 West John Street		
City:	Hicksville		
State/Country:	NEW YORK		
Postal Code:	11801		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5092114	PENNSYLVANIA DUTCH CANDIES	
Registration Number:	4953916	PENNSYLVANIA DUTCH CANDIES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5166636681		
Email:	smcgrath@rmfpc.com		
Correspondent Name:	Ruskin Moscou Faltischek, P.C.		
Address Line 1:	1425 RXR Plaza		
Address Line 2:	Sandra L. McGrath		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Sandra L. McGrath		
SIGNATURE:	/s/ Sandra L. Mcgrath		
DATE SIGNED:	03/17/2020		
Total Attachments: 3			
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OP \$65.00 5092114

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is effective as of the ___ day of March, 2020 by THE WARRELL CORPORATION, a Pennsylvania corporation, (the "Assignor"), pursuant to that Asset Purchase Agreement dated February 14, 2020, by and among the Assignor and NASSAU CANDY DISTRIBUTORS, INC., a New York corporation (the "Assignee") Capitalized terms used herein and not defined have the same meaning ascribed to them in the Agreement.

INTENDING TO BE LEGALLY BOUND, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby contributes, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns all of its right, title and interest in and to the Intellectual Property, as such term is defined in the Agreement, including specifically the trademarks and domain name set forth on Exhibit A attached hereto (collectively, the "Intellectual Property"), for the Assignee's own use and for the use of its successors and assigns, as fully and entirely as the same would have been held and used by the Assignor if this contribution, assignment, transfer, conveyance and delivery had not been made. In connection with the trademarks listed on Exhibit A, Assignor hereby irrevocably and unconditionally assigns, transfers and conveys to Assignee such trademarks including without limitation (i) all goodwill in, incorporated or embodied in or associated with such trademarks, (ii) all causes of action, past, present and future for infringement or unfair competition with respect to such trademarks that Assignor may have against third parties, and (iii) the registrations listed on Exhibit A.

The Assignor agrees that, upon request of the Assignee from time to time, the Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to evidence further the contribution, assignment, transfer, conveyance and delivery of the Intellectual Property to the Assignee.

This Assignment of Intellectual Property is in accordance with and is subject to all of the representations, warranties, covenants, exclusions, exceptions, and indemnities set forth in the Agreement, all of which are hereby incorporated herein by reference and shall survive the execution and delivery hereof. In the event of any conflict between this Assignment of Intellectual Property and the Agreement, the terms of the Agreement shall control.

This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions thereof.

This Assignment of Intellectual Property shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property to be duly executed on this 3rd day of March, 2020.

ASSIGNOR:

THE WARRELL CORPORATION

By: 

Name: PATRICIA ZWERGER

Its: CEO

EXHIBIT A

U.S. Trademarks:

<u>REG. NUMBER</u>	<u>MARK</u>	<u>REGISTRATION DATE</u>
5092114	Design Plus Words Pennsylvania Dutch Candies	November 29, 2016
4953916	Word Mark Pennsylvania Dutch Candies	May 10, 2016

Domain Name: www.padutchcandies.com

Recipe: Artisan Caramel

900351