

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM618654

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gaslamp Popcorn Company, LLC		12/31/2018	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rudolph Foods Company, Inc.		
<b>Street Address:</b>	6575 Bellefontane Rd		
<b>City:</b>	Lima		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45804		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5347074	GASLAMP POPCORN CO MALIBU MIX	
<b>Registration Number:</b>	2626116	CIRCUS FAIR	
<b>Registration Number:</b>	2564927		
<b>Registration Number:</b>	2489822	GASLAMP POPCORN CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	317-713-3500		
<b>Email:</b>	TMTAFTDOCKET@TAFTLAW.COM		
<b>Correspondent Name:</b>	Jane Berman		
<b>Address Line 1:</b>	111 E Wacker Dr Ste 2800, Chicago, IL 60		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Jane Berman		
<b>SIGNATURE:</b>	/Jane Berman/		
<b>DATE SIGNED:</b>	01/06/2021		
<b>Total Attachments: 4</b>			
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**GASLAMP POPCORN COMPANY, LLC**  
**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), effective as of December 31, 2018 (the "Effective Date"), is made by and between Gaslamp Popcorn Company, LLC, an Ohio limited liability company ("Assignor"), and Rudolph Foods Company, Inc., an Ohio corporation ("Assignee"), each a "Party," and together, the "Parties."

**WHEREAS**, Assignor is the owner of intellectual property, including, without limitation, inventions, designs, licenses, trademarks, trademark applications, trade names, trade dress, trade secrets, copyrights, copyright applications and copyright registrations (the "Property"), that Assignor desires to transfer to Assignee and that Assignee desires to acquire;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor assigns, conveys, and transfers to Assignee Assignor's entire worldwide right, title, and interest in and to the Property. The attached Schedule A sets forth the Property that is registered with a governmental entity. Further, without limiting the generality of this Section 1, Assignor assigns, conveys, and transfers to Assignee Assignors' entire worldwide right, title, and interest in and to the following:

1.1 Trademarks. All domestic and foreign registrations and applications for registrations of the trademarks, service marks, trade dress, and trade names included in the Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Property, all renewals and extensions of any of the foregoing, and the entire goodwill of the business connected with the use of, and symbolized by, the foregoing. Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

1.2 Copyrights. All domestic and foreign registrations and applications for registrations of copyrights included in the Property. Assignor authorizes and requests the United States Copyright Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such copyrights and copyright applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, related thereto.

1.3 [Reserved].

1.4 Royalties; Payments. 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.

1.5 Contractual Rights. All licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, including the right to recover for any prior breach thereof.

1.6 Claims; Causes of Action. Any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the Effective Date, 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. Further Assurances. Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Agreement, including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Property in the countries in which such Property is located.

3. Assignment. This Agreement shall inure to the benefit of and be binding upon Assignor and Assignee, and the legal representatives, successors and assigns of each.

4. Governing Law. This Agreement is made in, and shall be governed by, and enforced in accordance with the laws of the State of Ohio, without reference to its conflict of laws provisions.

5. Counterparts. This Agreement may be executed and delivered in two or more counterparts, including by facsimile or other electronic transmission, each of which shall be an original document and all of which together shall constitute a single binding agreement.

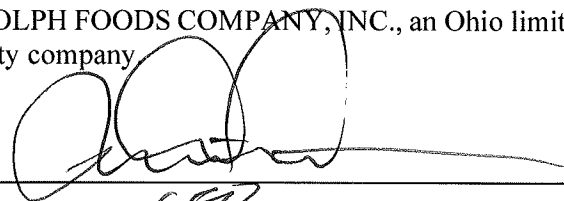
Signature Page Follows

IN WITNESS HEREOF, this Intellectual Property Assignment Agreement has been duly and validly executed by Assignor and Assignee effective as of the Effective Date.

RUDOLPH FOODS COMPANY, INC., an Ohio limited liability company

By:

Its:

  
\_\_\_\_\_  
CFD

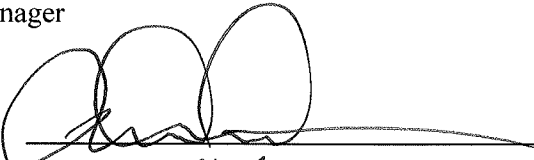
GASLAMP POPCORN COMPANY, LLC  
an Ohio limited liability company

By: Rudolph Foods Company, Inc.

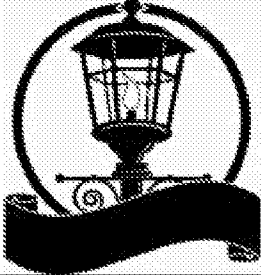
Its: Manager

By:

Its:

  
\_\_\_\_\_  
MANAGER

**SCHEDULE A**

<b><u>Registered Trademarks</u></b>			
<b><u>Trademark</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
Gaslamp Popcorn Co. Malibu Mix	86/974,130	5,347,074	November 28, 2017
CIRCUS FAIR	76/109,916	2,626,116	September 24, 2002
	75/866,844	2,564,927	April 30, 2002
GASLAMP POPCORN CO.	75/586,134	2,489,822	September 18, 2001
GASLAMP POPCORN CO. (Canada)	1043431	TMA574354	January 24, 2003

<b><u>Registered Copyrights</u></b>			
<b><u>Title</u></b>	<b><u>Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
Gaslamp Malibu Mix Popcorn Packaging	Visual Material; Electronic file	VAu001255378	May 26, 2016

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