

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harmony Foods, LLC		08/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TFL Brands, Inc.		
Street Address:	2200 Delaware St.		
City:	Santa Cruz		
State/Country:	CALIFORNIA		
Postal Code:	95060		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90022711	GUMMISHOT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	62351-10010		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/16/2021		
Total Attachments: 7			
source=TFL Brands -- Trademark Assignment Agreement (Harmony Foods) [Executed] 271167755_3#page1.tif			
source=TFL Brands -- Trademark Assignment Agreement (Harmony Foods) [Executed] 271167755_3#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of August 10, 2021, is by and between Harmony Foods, LLC, a Delaware limited liability company ("Assignor"), and TFL Brands, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks listed on the attached Schedule A (the "Assigned Marks");

WHEREAS, Assignor and Assignee entered into that certain Assignment Agreement, dated as of August 10, 2021 (the "Assignment Agreement"); and

WHEREAS, in furtherance of the transactions contemplated by the Assignment Agreement, Assignor has agreed to assign to Assignee the Assigned Marks, and all right, title and interest in and to the Assigned Marks, and the parties wish to record such assignment in the respective Trademark Offices.

NOW, THEREFORE, in consideration of the sum of set forth in the Assignment Agreement, and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to: (i) the Assigned Marks, together with the goodwill of the business symbolized thereby; (ii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages, claims and payments for past and future infringements thereof; (iii) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (iv) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the benefit of its successors, assigns and legal representatives.
2. Additional Documents. Assignor shall execute any other documents as may be reasonably required to carry out the purposes of this Assignment.
3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, the laws of the State of Delaware.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Assignment Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Assignment Agreement.

[Signature page follows.]

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On August 9 2021 before me, McKenzie Lynn Owen, Notary Public
(Here insert name and title of the officer)

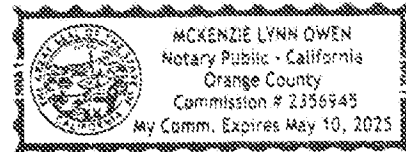
personally appeared John Dahldorf
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Trademark Assignment
(Title or description of attached document)
Agreement Harmony Foods
(Title or description of attached document continued)
 Number of Pages 3 Document Date 8-9-21

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document with a staple.

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California)

County of Orange)

On August 9 2021 before me, McKenzie Lynn Owen, Notary Public
(Here insert name and title of the officer)

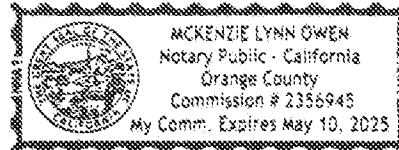
personally appeared John Dawidoff
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

McKenzie Lynn Owen
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Trade Mark Assignment
(Title or description of attached document)
Account TEL Brands, Inc
(Title or description of attached document continued)
 Number of Pages 3 Document Date 8-9-21

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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- Securely attach this document to the signed document with a staple.

SCHEDULE A

Trademarks

1. “GUMMISHOT”
 - i. U.S. Trademark Application No. 90022711
2. “GUMMISHOT”
 - i. New International Trademark Application LVM Reference: 756703;
USPTO Reference No. A0111682