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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM802851

SUBMISSION TYPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/19/2022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kick Foods LLC, dba Good Day Chocolate		02/27/2023	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	AND-Y-NOT Confections Inc.	
Street Address:	405 Edison Way	
City:	Reno	
State/Country:	NEVADA	
Postal Code:	89502	
Entity Type:	Corporation: NEVADA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Serial Number:	97092792	GOOD DAY CHOCOLATE	
Registration Number:	6351252	CHOCOLATE WITH BENEFITS	
Registration Number:	6007871	GOOD DAY	
Registration Number:	5466323	BE MOODY	
Registration Number:	4678324	GOOD DAY CHOCOLATE	
Registration Number:	4678323	GOOD DAY CHOCOLATE	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 415-932-6557

Email: elizabeth@crownllp.com

Correspondent Name: Elizabeth J. Rest

Address Line 1: 155 Montgomery Street

Address Line 2: Suite 1401

Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:	Elizabeth J. Rest
SIGNATURE:	/elizabeth j. rest/

TRADEMARK
REEL: 008041 FRAME: 0815

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into by and between Kick Foods LLC, dba Good Day Chocolate, a Colorado limited liability company, with a principal place of business at 1035 West Pearl Street, Boulder, Colorado, 80302 ("Assignor"), on the one hand, and AND-Y-NOT Confections Inc., a Nevada corporation, with a principal place of business at 405 Edison Way, Reno, Nevada 89502 ("Assignee"), on the other hand (individually referred to as a "Party" or collectively, the "Parties").

RECITALS

WHEREAS. Assignor is the owner of the trademarks listed on the attached Exhibit "A" and incorporated herein by this reference (the "Marks"):

WHEREAS. Assignor represents that it has been using the Marks consistently and exclusively in commerce in connection with the goods and services in the registrations and has established significant goodwill in the Marks;

WHEREAS. Assigned is desirous of formally acquiring said Marks in all forms, including the design elements thereof, and for all goods and services offered by Assignor under the Marks, all common law rights associated therewith, the goodwill associated therewith, and the referenced registrations thereof:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ASSIGNMENT

Each of the foregoing recitals is incorporated herein by reference:

For good and valuable consideration, receipt thereof which is hereby acknowledged. Assigner does hereby formally assign and Assignee. name pro tune as of formally discretive Date"), all right, title, and interest in and to the Marks for all goods and services offered by Assigner under the Marks, together with the goodwill of that portion of Assignor's business symbolized by the Marks in any and all forms, and the above-identified registrations thereof.

For such good and valuable consideration, Assignor hereby further sells, assigns, and transfers to Assignee all rights and interests in, to, and arising from any infringement of the Marks, including without limitation, all claims for damages and profits for any infringements that occurred prior to the date of this Assignment, including the right to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Marks in the Assignee.

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TRADEMARK REEL: 008041 FRAME: 0817 and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assigner. Assigner also irrevocably authorizes and appoints Assignee as Assigner's true and lawful attorney-in-fact to take such action and make, sign, execute, acknowledge, file, and deliver all such papers, instruments, and assignments, and to perform such other acts (and to cause any of the foregoing) as may from time-to-time be necessary to convey to Assignee, its successors, licensees, and assigns, or to register with any governmental agency or administrative body; all rights granted herein. Such power of attorney is coupled with an interest and is irrevocable.

Assignee and Assignor agree to cooperate in the recordation of this Assignment in the records of the trademark offices in which the Marks are pending or registered.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment effective as of the day and year first written above.

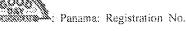
Kick Foods LLC, dba Good Day Chocolate	Date: February 27, 2023
Name:	<u> </u>
I. on behalf of the Assignee, AND-Y-NOT Con	fections Inc., accept this Assignment:
AND-V-NOTE confluctions Inc.	Date: February <u>28</u> . 2023
Name:	

Communicated [EJR2]: Please provise in 1998 and title of the person who while simple benalf of Kick Foods.

Commessed [EJR3]: Please proving and title of the person who a benalf of And-Y-Not.

Exhibit "A"

- CHOCOLATE WITH BENEFITS: Canada: IR Registration No., 1526226; Canadian Registration No. TMA1129259
- 2. GOOD DAY, Canada; Application No. 1519631
- 3. BE MOODY; China: IR Registration No. 1396428
- 4. BE MOODY: Japan; IR Registration No. 1396428
- 5. GOOD DAY CHOCOLATE; Japan: IR Registration No. 1661651
- GOOD DAY CHOCOLATE (and Design) 255712 01



- 7. BE MOODY: United Kingdom: IR Registration No. 1396428
- 8. BE MOODY; United States of America: Registration No. 5.466.323
- 9. CHOCOLATE WITH BENEFITS; United States of America; Registration No. 6,351,252
- 10. GOOD DAY; United States of America; Registration No. 6.007.871
- 11. GOOD DAY CHOCOLATE; United States of America; Registration No. 4.678.323
- 12. GOOD DAY CHOCOLATE (and Design) United States of America: Registration No. 4.678,324
- 13. GOOD DAY CHOCOLATE: United States of America: Application No. 97/092,792
- 14. BE MOODY: WIPO; IR Registration No. 1396428
- 15. CHOCOLATE WITH BENEFITS; WIPO: IR Registration No. 1526226
- 16. GOOD DAY; WIPO; IR Registration No. 1519631
- 17. GOOD DAY CHOCOLATE: WIPO; IR Registration No. 1661651

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RECORDED: 04/13/2023