

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802851

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	10/19/2022		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kick Foods LLC, dba Good Day Chocolate		02/27/2023	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AND-Y-NOT Confections Inc.		
<b>Street Address:</b>	405 Edison Way		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89502		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97092792	GOOD DAY CHOCOLATE	
<b>Registration Number:</b>	6351252	CHOCOLATE WITH BENEFITS	
<b>Registration Number:</b>	6007871	GOOD DAY	
<b>Registration Number:</b>	5466323	BE MOODY	
<b>Registration Number:</b>	4678324	GOOD DAY CHOCOLATE	
<b>Registration Number:</b>	4678323	GOOD DAY CHOCOLATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	415-932-6557		
<b>Email:</b>	elizabeth@crownllp.com		
<b>Correspondent Name:</b>	Elizabeth J. Rest		
<b>Address Line 1:</b>	155 Montgomery Street		
<b>Address Line 2:</b>	Suite 1401		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>NAME OF SUBMITTER:</b>	Elizabeth J. Rest		
<b>SIGNATURE:</b>	/elizabeth j. rest/		

OP \$165.00 97092792

<b>DATE SIGNED:</b>	04/13/2023
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**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, Assignee 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, Assignor does hereby formally assign unto Assignee, *non pro tunc* as of 12/19/11 (the "Effective Date"), all right, title, and interest in and to the Marks for all goods and services offered by Assignor 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.

2022

Committed (B.001) to the full amount of the debt that the state was entitled to and the ownership transferred to the state. Please provide.

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.

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 Assignor. Assignor also irrevocably authorizes and appoints Assignee as Assignor'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**

By: Simoneo Magalis  
Name: \_\_\_\_\_  
Title: CEO

Date: February 27, 2023

Commented [EJR2]: Please provide the name and title of the person who signed on behalf of Kick Foods.



I, on behalf of the Assignee, AND-Y-NOT Confections Inc., accept this Assignment:

**AND-Y-NOT Confections Inc.**  
By: Michael Collier  
Name: Michael Collier  
Title: CEO

Date: February 28, 2023

Commented [EJR3]: Please provide the name and title of the person who signed on behalf of And-Y-Not.

Exhibit "A"

1. 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
6. GOOD DAY CHOCOLATE (and Design) : Panama: Registration No. 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