

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848089

<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>
Chocolate Delivery Systems, Inc.		10/05/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compound Development Systems, LLC		
<b>Street Address:</b>	85 River Rock Dr., Suite 202		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14207		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4461836	CHOCOMAKER	
<b>Registration Number:</b>	3162123	CHOCOMAKER	
<b>Registration Number:</b>	3013884	CHOCOMAKER	
<b>Registration Number:</b>	5508962	CHOCOMAKER CHOCOLATIER	
<b>Registration Number:</b>	5247234	CHOCOMAKER NATURAL	
<b>Registration Number:</b>	4458718	MAKES EVERYDAY ENTERTAINING EFFORTLESS	
<b>Registration Number:</b>	6192370	CHOCODRIZZLER	
<b>Registration Number:</b>	3997027	SIMPLY MELT	
<b>Registration Number:</b>	4469646	MAKE 'N MOLD	
<b>Registration Number:</b>	3824775	MAKE 'N MOLD	
<b>Registration Number:</b>	2209038	MAKE 'N MOLD	
<b>Registration Number:</b>	6566571	CHOCOLATE DELIVERY SYSTEMS	
<b>Registration Number:</b>	6769159	CC	
<b>Registration Number:</b>	6769160	CC CHOCOLATE DELIVERY SYSTEMS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9142880023		
<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>			

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**Phone:** 914-821-3090  
**Email:** tmdocket@leasonellis.com  
**Correspondent Name:** Matthew L. Frisbee  
**Address Line 1:** 1 Barker Ave., 5th Floor  
**Address Line 4:** White Plains, NEW YORK 10601

**ATTORNEY DOCKET NUMBER:** 05246/814731-000

**NAME OF SUBMITTER:** Matthew L. Frisbee

**SIGNATURE:** /Matthew L. Frisbee/

**DATE SIGNED:** 10/24/2023

**Total Attachments: 15**

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is effective as of October 5, 2023 by and between COMPOUND DEVELOPMENT SYSTEMS, LLC, a Delaware limited liability company (“Assignee”) and CHOCOLATE DELIVERY SYSTEMS, INC., a New York corporation (“Assignor”).

**WITNESSETH:**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Assignee, Timothy M. Thill and Tomric Systems, Inc., a New York corporation, dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for sale, assignment, conveyance and transfer of certain assets to Assignee, including certain Intellectual Property (as defined in the Purchase Agreement). This Agreement is made and delivered in accordance with the Purchase Agreement in order to evidence the transfer of interest in the Intellectual Property as provided in the Purchase Agreement.

WHEREAS, Assignor and Assignee desire that all of Assignor’s respective rights, titles and interests in and to all Intellectual Property included in the Acquired Assets be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights.

a. Assignment. Assignor hereby irrevocably assigns, sells, conveys, delivers and transfers to Assignee all of Assignor’s right, title and interest in and to any and all Intellectual Property included in the Acquired Assets (including, but not limited to, the Intellectual Property listed on Exhibit A hereto, including any and all common law rights associated with the Intellectual Property), together with the goodwill of the Business relating to the products and services on or in connection with which the Intellectual Property is used (as applicable) and symbolized thereby, and registrations and pending registration applications thereof, together with all income, royalties, and damages hereafter due or payable to Assignor with respect to the Intellectual Property.

b. Further Assurances. Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee’s interest in, ownership of or title to the Intellectual Property, to clear any encumbrances on the Intellectual Property, or otherwise give full effect to the purposes of this Agreement.

3. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by all parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(b) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

(d) Purchase Agreement. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to effect the transfer by Assignor to Assignee of the Intellectual Property. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

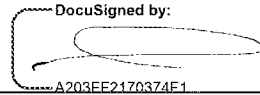
(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

**ASSIGNOR:**

CHOCOLATE DELIVERY SYSTEMS, INC.

DocuSigned by:  


By: \_\_\_\_\_  
A203EE2170374E1

Name: Timothy M. Thill

Title: President

**ASSIGNEE:**

COMPOUND DEVELOPMENT SOLUTIONS,  
LLC

By: \_\_\_\_\_

Name: Erik Davis

Title: Vice President and Assistant Secretary

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

**ASSIGNOR:**

CHOCOLATE DELIVERY SYSTEMS, INC.


By: \_\_\_\_\_

Name: Timothy M. Thill

Title: President

**ASSIGNEE:**

COMPOUND DEVELOPMENT SOLUTIONS,  
LLC

By:  \_\_\_\_\_

Name: Erik Davis


Title: Vice President and Assistant Secretary

**Exhibit A**

*[see attached]*

# TRADEMARK PORTFOLIO

## MAKE 'N MOLD, INC.


<u>Mark</u>	<u>Serial No. Reg. No.</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>	<u>Goods and Services</u>
	S/N: 85/935,332	Registered	File Declarations of Continued Use and Renewal	Window opens – January 21, 2033 –	IC 21 – chocolate molds
	R/N: 4,469,646	January 21, 2014			Deadline - January 21, 2034
MAKE 'N MOLD	S/N: 77/894,818	Registered on July 27, 2010	File Declarations of Continued Use and Renewal	Window opens - July 27, 2029	IC 30 – chocolate
	R/N: 3,824,775			Deadline July 27, 2030	
MAKE 'N MOLD	S/N: 75/396,560	Registered on December 8, 1998	File Declarations of Continued Use and Renewal	Window opens - December 8, 2027	IC 28 – hobby craft kit for candy making comprising plastic molds, plastic bags, and sucker sticks
	R/N: 2,209,038			Deadline December 8, 2028	



<u>Mark</u>	<u>Serial No. Reg. No.</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>	<u>Goods and Services</u>
<b><u>AUSTRALIA</u></b>					
MAKE 'N MOLD	R/N: 16/19905	Registered in January 15, 2015	Renewal	April 30, 2024	IC 21 – plastic molds IC 30 – chocolate
<b><u>CANADA</u></b>					
MAKE 'N MOLD	TMA 513265	Renewed for July 27, 2014	Renewal	July 27, 2029	IC 21 – plastic molds IC 30 – chocolate

## TRADEMARK PORTFOLIO

### CHOCOMAKER, INC.

<u>Mark</u>	<u>Serial No.</u> <u>Reg. No.</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>	<u>Goods and</u> <u>Services</u>
<u>UNITED STATES</u>	S/N: 85/930,499 R/N: 4,461,836	Registered on January 7, 2014	File Declarations of Continued Use and Renewal	Window Opens - January 7, 2023 <b>Deadline – January 7, 2024</b>	IC 11 – chocolate fountain IC 30 – chocolate
	S/N: 78/692,914 R/N: 3,162,123	Registered October 24, 2006	File Declarations of Continued Use and Renewal	Window Opens – October 24, 2025 Deadline – October 24, 2026	IC 11 – electric pots for melting chocolates IC 30 - Chocolate
CHOCOMAKER	S/N: 78/285,858 R/N: 3,013,884	Registered November 8, 2005	File Declarations of Continued Use and Renewal	Window Opens - November 8, 2024 Deadline - November 8, 2025	IC 28 – hobby craft kit for candy making
CHOCOMAKER CHOCOLATIER	S/N: 86/927,761 R/N: 5,508,962	Registered July 3, 2018	File Declarations of Continued Use and Incontestability	Window Opens - July 3, 2023 <b>Deadline - July 3, 2024</b>	IC 21 – chocolate molds IC 30 - chocolate

<u>Mark</u>	<u>Serial No.</u> <u>Reg. No.</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>	<u>Goods and Services</u>
CHOCOMAKER NATURAL	S/N: 86/927,751 R/N: 5,247,234	Registered July 18, 2017	File Declarations of Continued Use and Renewal	Window Opens – July 18, 2026 Deadline – July 18, 2027	IC 30 - Caramels; Chocolate; Chocolate candies; Candy with caramel
<u>Mark</u> MAKES EVERYDAY ENTERTAINING EFFORTLESS	<u>Serial No.</u> <u>Reg. No.</u> S/N: 85/930,612 R/N: 4,458,718	<u>Status</u> Registered December 31, 2013	<u>Action Needed</u> File Declarations of Continued Use and Renewal	<u>Deadline</u> Window Opens – December 31, 2022 <b>Deadline – December 31, 2023</b>	<u>Goods and Services</u>
CHOCODRIZZLER	S/N 87/954,170 R/N: 6,192,370	Registered November 10, 2020	File Declarations of Continued Use and Incontestability	Window Opens - November 1, 2025 Deadline - November 1, 2026	IC 30 - edible wafers, sugar wafers, meltable wafers, microwaveable wafers, confection wafers, flavored wafers, colored wafers
SIMPLY MELT	S/N: 85/187,189 R/N: 3,997,027	Registered on July 19, 2011	File Declarations of Continued Use and Renewal	Window Opens - July 19, 2030 Deadline - July 19, 2031	IC 30 - chocolate wafers

<u>CANADA</u>					
CHOCOMAKER	TMA 732757	Registered January 20, 2009	Renewal	January 20, 2024	IC 11 – Fountains IC 28 - Games, toys and playthings, sporting articles IC 30 – Chocolate

<u>Mark</u>	<u>Serial No. Reg. No.</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>	<u>Goods and Services</u>
MAKES EVERYDAY ENTERTAINING EFFORTLESS	S/N: 1,821,558 R/N: TMA1011350	Registered December 17, 2018	Renewal	December 17, 2033	On-line retail store services featuring chocolate, candy molds, chocolate fountains, and hobby supplies for making candy featuring chocolate for candy-making and dipping, toppings and decorations; Wholesale store services featuring chocolate, candy molds, chocolate fountains and hobby supplies for making candy featuring chocolate for candy-making and dipping, toppings and

					decorations
<b>CHINA</b>					
CHOCOMAKER CHOCOLATIER	22893396	Issued	Renewal	February 27, 2028	Cl. 30
CHOCOMAKER CHOCOLATIER	22893398	Issued	Renewal	February 27, 2028	Cl. 21
THE ART & SOUL OF CHOCOLATE	22893397	Issued	Renewal	February 27, 2028	Cl. 30
THE ART & SOUL OF CHOCOLATE	22893400	Issued	Renewal	February 27, 2028	Cl. 21
CHOCOMAKER	Reg. No. 12607472	Issued	Renewal	February 20, 2028	Cl. 7
	Reg. No. 12607467	Issued	Renewal	February 20, 2028	Cl. 30
	Reg. No. 12607469	Issued	Renewal	February 20, 2028	Cl. 7

*Ameghino*

Reg. No. 20274730

Issued

Renewal

July 27, 2027


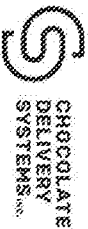
Cl. 11

<u>Mark</u>	<u>Serial No.</u> <u>Reg. No.</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>	<u>Goods and Services</u>
<u>MEXICO</u>					
CHOCOMAKER	Reg. Nos. 1489501 and 1489503	Granted September 15, 2014	Renewal Mark with MARCA REGISTRADA or M.R. Or R in circle	May 26, 2024	IC 11 – Fountains IC 30 – Chocolate

## TRADEMARK PORTFOLIO

### CHOCOLATE DELIVERY SYSTEMS, INC.

<u>Mark</u>	<u>Serial No.</u> <u>Reg. No.</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>	<u>Goods and Services</u>
<u>UNITED STATES</u>					
CHOCOLATE DELIVERY SYSTEMS	S/N: 90/393,238 R/N: 6,566,571	Registered November 23, 2021	File Declarations of Continued Use and Incontestability	Window Opens – November 23, 2026 Deadline – November 23, 2027	IC 35 - management of subsidiary companies....

	<p>S/N: 90/393,274 R/N: 6,769,159</p> <p>Registered June 21, 2022</p> <p>File Declarations of Continued Use and Incontestability</p>	<p>Window Opens – June 21, 2027, 2026</p> <p>Deadline – June 21, 2027</p>	<p>IC 35 - management of subsidiary companies....</p>
	<p>S/N: 90/393,310 R/N: 6,769,160</p> <p>Registered June 21, 2022</p> <p>File Declarations of Continued Use and Incontestability</p>	<p>Window Opens – June 21, 2027, 2026</p> <p>Deadline – June 21, 2027</p>	<p>IC 35 - management of subsidiary companies....</p>
<p><b><u>Mark</u></b></p> <p><b><u>CANADA</u></b></p>	<p><b><u>Serial No.</u></b> <b><u>Reg. No.</u></b></p>	<p><b><u>Status</u></b></p>	<p><b><u>Action Needed</u></b></p>
<p>LIVE LIFE SWEETER</p>	<p>1686770 TMAA975229</p>	<p>Registered July 7, 2022</p>	<p>Renewal</p>
		<p>July 7, 2032</p>	<p>IC 35 – marketing</p>



# PATENT PORTFOLIO

## CHOCOLATE DELIVERY SYSTEMS, INC.

<u>Patent</u>	<u>Patent Number</u>	<u>Status</u>	<u>Action Needed</u>	<u>Deadline</u>
<u>UNITED STATES</u> BAG	D/682,887	Issued June 16, 2020	No Maintenance Required	N/A

TRADEMARK

REEL: 008248 FRAME: 0420

RECORDED: 10/24/2023