900838814 03/07/2024

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI76986

| SUBMISSION TYPE: | RESUBMISSION |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900836678 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|---------------------------|
| Jason E. Liebig | | 02/07/2024 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| Company Name: | Iconic Candy, LLC | |
|-----------------|-------------------------------------|--|
| Street Address: | 285 Deerfield Road | |
| City: | Morganville | |
| State/Country: | NEW JERSEY | |
| Postal Code: | 07751 | |
| Entity Type: | Limited Liability Company: NEW YORK | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5297953 | MR. BONES |

CORRESPONDENCE DATA

Fax Number: 4078412343

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: 4078412330

Email: adoppelt@allendyer.com,tnwoke@allendyer.com

Correspondent Name: Ava Doppelt

Address Line 1: 255 S Orange Ave, Suite 1401 Address Line 4: Orlando, FLORIDA 32801

| ATTORNEY DOCKET NUMBER: | 138764 |
|-------------------------|------------------|
| NAME OF SUBMITTER: | TYE-ASHLEY NWOKE |
| SIGNATURE: | TYE-ASHLEY NWOKE |
| DATE SIGNED: | 03/07/2024 |

Total Attachments: 9

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TRADEMARK PURCHASE & ASSIGMENT AND ROYALTY AGREEMENT

This **AGREEMENT** (the "Agreement") is effective as of January 30, 2024 (the "Effective Date), by and between **ICONIC CANDY, LLC**, a New York limited liability company with offices at 285 Deerfield Road, Morganville, New Jersey 07751 (hereinafter "ICONIC"), and **JASON LIEBIG**, an individual residing at 3702 21st Ave. Apt. 3, Astoria, New York 11105, (hereinafter "LIEBIG").

BACKGROUND

WHEREAS, LIEBIG owns U.S. Registration No. 5,297,953 for "candy" registered in International Class 030 ("the MR. BONES Candy Registration"); and



WHEREAS, ICONIC wishes to purchase the MR. BONES Candy Registration and the goodwill attached there- to for the purpose of using the mark shown thereon ("MR. BONES Candy Mark" in commerce for confectionary products in International Class 030; and

WHEREAS, LIEBIG wishes to sell and assign the MR. BONES Candy Registration and the MR. BONES Candy Mark to ICONIC in exchange for royalties as set forth herein; and

WHEREAS, ICONIC and LIEBIG agree to cooperate in efforts to enforce ICONIC's rights in the MR. BONES Candy Registration and the MR. BONES Cany Mark and prevent the unauthorized use of the MR. BONES Candy Mark by others; and

WHEREAS, on September 18, 2022 LIEBIG filed an intent-to-use U.S. Application Serial No. 97/595,999 for the mark MR. BONES in plain type for "action figure toys" in International Class 28 ("the MR. BONES Toy Mark");

WHEREAS, ICONIC and LIEBIG agree that LIEBIG may continue to use and exploit the MR. BONES Toy Mark pursuant to the restrictions set forth herein.

NOW THEREFORE, in consideration of the respective covenants, warranties and representations contained herein and for other valuable consideration, the adequacy and receipt of which is hereby acknowledged by both parties, it is hereby agreed by and between the parties that:

AGREEMENT

Section 1. Definitions.

1.1 Agreement. The term "Agreement" when used herein means this document.

- **MR. BONES Candy Mark.** The term "MR. BONES Candy Mark is the mark MR. BONES, in any style or type, for use on candy and related goods;
- **1.3 MR. BONES Candy Registration.** The term MR. BONES Candy Registration refers to U.S. Registration No. 5,297,953 for "Candy" registered on September 26, 2017 as shown below:



- **1.4 MR. BONES Toy Mark.** The term "MR. BONES Toy Mark refers to the term MR. BONES for use on toys, including action figure toys, as shown on U.S. Application Serial No. 97/595,999.
- **1.5 Prior Candy Marks.** The term "Prior Candy Marks" identifies any MR. BONES marks previously used or filed in International Class 030.
- 1.6 MR. BONES Candy Product(s). The term "MR. BONES Candy Product" identifies the name of a nostalgic candy product which ICONIC intends to sell under the MR. BONES Candy Mark. The original MR. BONES candy was a spooky candy and puzzle all in one. The compressed candies were shaped like skeleton bones that could be assembled into a skeleton, contained in a clear plastic "coffin".
- 1.7 Mr. Bones Candy Brand. The term "MR. BONES Candy Brand" identifies the Brand (unique identity) of a Nostalgic Candy Product.
- **1.8 USPTO.** The Term USPTO refers to the United States Patent & Trademark Office.
- Net Sales. The Term Net Sales shall mean all amounts received by ICONIC for its sales of the MR. BONES Candy Product (after any returns or damages), minus the actual cost of manufacturing the MR. BONES Candy Product (invoiced and paid amount for the manufacture of the MR. BONES Candy Product). As and for an example, if the costs incurred by ICONIC to manufacture the MR. BONES Candy Product amount to \$0.10 and the amount received by ICONIC is \$1.00, the Net Sales would be \$0.90.
- **2.0 Assignment.** The term "Assignment" means the transfer to ICONIC of all LIEBIG's rights and title in the MR. BONES Candy Mark, including the goodwill attached thereto, as well as the transfer to ICONIC of the MR. BONES Candy Registration.
- Section 2. Consideration for the Assignment and Sale of the MR. BONES Candy Mark & Mr. Bones Candy Registration.
- **2.1** Consideration for Sale and Assignment. In consideration of the terms herein, ICONIC shall pay to LIEBIG five (5.0 %) percent of all its Net Sales (as defined herein), of the MR. BONES Candy Product and any related confectionery product, on which the MR. BONES Candy Mark is used by ICONIC in Class 030. ("Royalties")
- Section 3. Assignment and Sale of the MR. BONES Candy Mark and Mr. Bones Candy Registration.
- **3.1** Sale and Assignment. In consideration of the Royalties as set forth herein, and the terms of this Agreement, LIEBIG hereby sells and assigns the MR. BONES Candy Mark and the MR. BONES Candy Registration to ICONIC, including but not limited to:

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- a. all tradenames and marks and stylized marks used at any time in connection with the MR. BONES Candy Mark, together with the goodwill of the business associated therewith (specifically excluding the MR. BONES Toy Mark as defined herein);
- b. The MR. BONES Candy Registration, and all other filed, unregistered and registered trademarks, product names, service marks, slogans, trade dress, and other similar designations of source used at any time in connection with the MR. BONES and Prior Candy Marks, including any continuations, extensions, or renewals thereof and the goodwill of the businesses associated therewith, except the MR. BONES Toy Mark, as defined herein;
- c. all know-how, trade secrets, inventions (whether patentable or unpatentable), proprietary information, processes, formulae, specifications, and marketing rights relating to the MR. BONES Product and including without limitation all documentation, information, data, and materials in LIEBIG's current or future possession concerning the MR. BONES Candy Product, (except as they relate exclusively to Mr. BONES Toy Mark);
- d. all rights in any on-line assets used at any time in connection with the MR. BONES Candy Product MR. BONES Candy Mark, including, without limitation, all internet domain names (including mrbonescandy.com), websites, social media identities, and other on-line identities used with the MR. BONES Candy Product and MR. BONES Candy Mark;
- e. all damages and payments for past or future infringements and misappropriations of the MR. BONES Candy Mark; and
- f. all rights to any actions of any nature available to or being pursued by LIEBIG related to the MR. BONES Candy Mark to have and to hold the MR. BONES Candy Mark unto Assignee, Assignee's representatives, successors, and assigns, to and for its or their uses forever.
- 3.2 Sale and Assignment Documents. LIEBIG shall simultaneously with this Agreement execute the Assignment of the MR. BONES MARK attached as EXHIBIT A.
- 3.3 Filing of Documents and Forms. LIEBIG authorizes ICONIC and its counsel to file the Assignment or in the alternative agrees to cooperate with ICONIC in filing or assisting in filing all forms and documents for the transfer and assignment of the MR. BONES Candy Mark and its recordation in the USPTO, and to provide ICONIC with copies and proofs of such assignment of any such documents filed by LIEBIG.
- **Section 4. LIEBIG's Representations, Warranties and Covenants.** LIEBIG warrants to and covenants with ICONIC and ICONIC'S successors, assigns and legal representatives that:
- **4.1 Authority**. LIEBIG has the full right and authority to enter into this Agreement and to make or cause to be made the Assignment of the MR. BONES Candy Mark as contemplated herein. No consent or approval of any third party is required to enable LIEBIG to execute, deliver and perform this Agreement.
- **4.2 Conflicts**. There is no agreement to which LIEBIG is a party or binding on it or in the MR. BONES Candy Mark or the MR. BONES Product which is in conflict with this Agreement, or which would limit or restrict the timely performance by LIEBIG of his obligations under this Agreement. LIEBIG has not executed, and will not execute, any agreements that are inconsistent with this Agreement.
- **4.3 Litigation**. There are no pending or threatened judicial, municipal or administrative proceedings affecting the MR. BONES Candy Mark, including, without limitation, proceedings for or involving infringement of copyright or trademarks. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against LIEBIG. Notwithstanding the foregoing, the parties acknowledge that ICONIC has a pending trademark application under U.S. Serial Number 97758426 for Mr. Bones in international class 30. Further notwithstanding, LIEBIG hereby discloses that the owner of the US TM registration# 4193117 has instituted a dispute before the USPTO against LIEBIG and the MR. BONES Toy Mark.

- 4.4 Title to and Condition of Intellectual Property. There are no contracts binding on LIEBIG, nor any court orders currently in effect, which limit or restrict the rights of LIEBIG to use, register, license, or dispose of the MR. BONES Candy Mark. LIEBIG owns all right, title and interest in and to, and has the right, power and capacity to convey, transfer, assign and deliver, the MR. BONES Candy Mark, free and clear of any charge, claim, lien, or restriction of any kind.
- 4.5 No Infringement. Neither LIEBIG nor any of his affiliates or predecessors in interest is a defendant to any action relating to, nor has been notified of, any claim that use of the MR. BONES Candy Mark infringes, dilutes, misappropriates, or otherwise violates the intellectual property rights or proprietary rights of any third party. To LIEBIG's actual knowledge, the MR. BONES Candy Mark has not and does not infringe, violate, or misappropriate the intellectual property of any third party. LIEBIG has not received any written notice, and LIEBIG does not have any actual knowledge of any infringements, dilution, misappropriation, or other violation by any third party of any of the MR. BONES Candy Mark.
- Section 5. Cooperation. LIEBIG shall timely cooperate in assisting ICONIC with any legal matters relating to the MR. BONES Candy Mark, including providing information and documents and executing reasonable and truthful documents in such matter. Each party shall also cooperate to ensure that there is a smooth transition to have ICONIC assume the rights and maintain the rights of the assignor to block and invalidate any improper use of the MR. BONES Candy Mark by any third party, and to otherwise cooperate in business to promote the MR. BONES Candy Mark, and MR. BONES Product and enhance sales. LIEBIG shall provide all documents reasonably calculated to assist in the transfer, assignment and filing with the USPTO, and to address any challenges by a third party.
- **Section 6. Contesting Mark(s)**. Subject to compliance with the terms and provisions of this Agreement, LIEBIG shall not file a cancellation or opposition against any ICONIC trademarks, or bring any litigation or take any action to cancel, contest, interfere or diminish or challenge ICONIC's trademarks or use. The prohibition in this section does not apply to any rights either party may otherwise have to remedy or seek redress against the other party for violations of this Agreement.
- **Section 7. MR. BONES TOY MARK.** LIEBIG will undertake all reasonable efforts to ensure that his use of The MR. BONES TOY MARK and the MR. BONES Toy products do not interfere with, conflict with, or disparage or negatively affect the MR. BONES Candy Mark, MR. BONES Candy Brand or MR. BONES Candy Product, its marketing or sales, nor to have or allow the MR. BONES TOY MARK or its products, marketing or sales to promote or assist in sales of any other confection or food product. LIEBIG will additionally cooperate with and allow ICONIC to market or advertise the MR. BONES Candy Product on platforms, websites or advertisements for any of MR. BONES Toy product(s) except for Super7, if any pre-existing contracts precludes same. In such case LIEBIG will make all commercially reasonable efforts to attain approval for the marketing & advertising of MR. BONES Toy products.
- **Section 8. Non-Compete.** LIEBIG shall not file any trademark application(s) which includes the words "MR. BONES" in International Class 030, or any class in which the trademark applied for or its product's use or intended use in the market may be confusingly similar with or overlap with the MR. BONES Candy Mark or the MR. BONES Candy Product or any other trademark which was previously owned by, registered by, or licensed to ICONIC, its affiliates, members or associated companies, or which have been identified by the USPTO to be confusingly similar with a the MR. BONES Candy Mark or any other trademark owned or registered by ICONIC, it affiliates, members or associated companies.
- Section 9. ICONIC'S Good Faith Efforts to Sell MR. BONES Candy Products. ICONIC shall use reasonable efforts and utilize its expertise and skills to promote and sell nostalgic candy brands to bring the MR. BONES Candy Product(s) back into the marketplace and shall keep LIEBIG informed from time to time of its progress in the manufacturing of the MR. BONES Candy Product(s).
- **Section 10.** Royalty Payments, Term and Rights. ICONIC shall pay LIEBIG Royalty payments as set forth herein and ICONIC shall send LIEBIG twice a year statements (prepared by ICONIC) of its Net Sales of all MR. BONES Candy Products during the previous Royalty period.

- **10.1 Review of Sales Documents**. LIEBIG may seek and examine, at reasonable times and intervals, and upon reasonable notice, ICONIC's records regarding ICONIC's Net Sales of MR. BONES Candy Products.
- 10.2 MR. BONES Royalty Payments. Royalty payments shall be made to LIEBIG twice a year and sent along with the twice-a-year statements to the address provided by LIEBIG in Paragraph 13 below or by means of bank wire services.
- 10.3 Term. This Agreement is in perpetuity and shall inure to the benefit of, and shall be binding upon the parties and any successors, heirs, assigns, parent companies, subsidiaries, divisions, affiliates, licensees or related companies owned or otherwise controlled by the parties, except if ICONIC is unable to reach terms with any successor, purchaser, assignee or transferee in which such successor, purchaser, assignee or transferee would agree to being bound to the Royalty obligations to LIEBIG under the same terms as set forth herein. In such instance, ICONIC shall then pay LIEBIG a cash payment, (hereinafter "discharge payment").
 - 10.3.1 The discharge payment would be full and final satisfaction of all obligations under this agreement including Royalty payments. The amount of the discharge payment shall be calculated and established by the following formula and example:
 - (A) Calculate the average of the last three (3) years of Royalties paid to LIEBIG prior to discharge payment date (if less than three years the average annual Royalty payment),
 - (B) Multiply the average payment of the last three (3) years or average annual Royalty if less than such years by five (5) times to determine the discharge payment amount.
 - (C) As and for an example: (1) If the last three years of Royalty payments were \$97,000.00, \$98,500 and \$67,000.00, respectively, (figures are for used an example purposes only), the average would \$87,500.00 (Average Royalty Payment). The Average Royalty Payment of \$87,500.00 (the actual amount may be greater or lesser) would then be multiplied by five times, (\$87,500.00 x 5 = \$437,500.00). Example discharge payment amount would be: \$437,500.00.
 - (D) Any discharge payment amount shall be paid out over 24 months in equal quarterly payments.
 - **10.3.2** A minimum discharge payment shall apply and be calculated as follows: Should there be no Royalties paid for more than two years prior to the discharge payment calculation, the amount of a minimum discharge payment would apply. The calculation for a minimum discharge payment is the lesser of (1) the average of the last three years of actual Royalties paid times two and one half (2.5) or (2) thirty thousand dollars (30,000.00).
- **Section 11. Integration and Severability.** This Agreement contains the entire agreement between the parties, and supersedes in all respects any and all prior oral or written agreements or understandings between the parties.
- **Section 12.** Confidential. The parties agree to treat and maintain this Agreement as a confidential document and to not disclose the terms hereof to any third party unless required to do so pursuant to a valid discovery or other request in connection with a pending legal matter, including matters at the USPTO relating to the marks, registrations, and applications that are the subject of this Agreement.
- **Section 13. Notice**. All notices given under this Agreement shall be in writing and shall be delivered to the respective party in one of the following manners: (i) by hand delivery; (ii) by FedEx or a similar overnight courier; (iii) by Registered or Certified United States Mail, or (iv) via email, with a conforming copy sent by First Class United States Postal Mail at the address provided for herein below or any change of address subsequently noticed:

If to: JASON LIEBIG

3702 21st Ave. Apt. 3 Astoria, New York 11105

Email: Jasonliebig@yahoo.com

If to ICONIC CANDY, LLC

285 Deerfield Road Morganville, New Jersey 07751

Email: info@iconiccandy.com

- **Section 14. Independent Contractors.** The parties have entered into this Agreement as independent contractors only, and nothing contained in this Agreement places or shall be construed to place the parties in the relationship of legal representation, employer-employee, partners, joint ventures, or agency, and neither party will have the power or authority to obligate or bind the other party in any manner.
- Section 15. Agreement Limited to MR. BONES Candy Mark. LIEBIG acknowledges that ICONIC is currently a brand owner of various food and/or confectionery products. Nothing in this Agreement shall limit ICONIC's ability and right to continue to produce, develop, market, distribute and sell any current and/or future product for itself or a third party. This Agreement is not intended to be, nor shall be construed as, permission from either party to the other party, to use the other party's trademarks, except as specifically set forth herein regarding the MR. BONES Candy Mark, and ICONIC retains all right, title and interest in and to its trademarks and all intellectual property and proprietary rights associated therewith.
- **Section 16. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **Section 17.** Consideration. The parties acknowledge that the provisions of this Agreement provide mutually sufficient consideration for all rights, duties or obligations it creates.
- **Section 18.** Amendment and Modification. This Agreement may be modified or amended only by written agreement executed by both parties.
- **Section 19. Construction**. No provision of this Agreement shall be presumptively construed in favor of or against any party on the basis that such party drafted such provision, it being agreed that the parties jointly drafted this Agreement, and each and every provision of this Agreement.
- Breach of Agreement and Dispute Resolution. In the event of a breach of this Agreement or other need for dispute resolution, the following shall apply. The aggrieved party shall notify the other party in writing. The responding party shall then be afforded a period of thirty (30) days from the date of written notification in which to cure the breach. If the disagreement cannot be resolved, upon written request of one party, the dispute shall be solely and exclusively resolved by "final and binding arbitration" according to the commercial rules of the American Arbitration Association (AAA). Each party waives any right to a jury trial and any right to proceed before any federal or state court or any federal or state administrative agency. Said waivers are agreed to because the parties hereto prefer neutral and binding arbitration over any other means of dispute resolution. The single neutral arbitrator shall be mutually agreed upon by the parties; if such an agreement is not promptly forthcoming, then the arbitrator shall be selected by the AAA. The arbitrator shall select such time and place for the arbitration promptly after his/her appointment, and the arbitrator shall give written notice thereof to each party at least thirty days prior to the date so fixed. The arbitrator shall be a former judge or have at least 10 years of experience in USPTO matters and/or trademark law (unless otherwise agreed to by the parties) The place of Arbitration, if not by submission and/or electronic / video appearance, shall be either New York or New Jersey. If ICOINIC requests Arbitration, the rules that apply and any personal appearance shall be in New York in Queens County; if requested by LIEBIG, the rules that apply and any personal appearance shall be New Jersey in Monmouth County. Arbitration shall be by submission or electronic appearance with no personal appearance required unless requested by both parties or required by the AAA. The arbitrator shall follow New York or New Jersey substantive and procedural law; except only at the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings (in the sole discretion of the arbitrator) need not govern, so that evidence may be admitted or excluded in the discretion of the arbitrator as long as it is trustworthy. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing explaining the basis for his/her ruling. The arbitrator shall cause a copy of the award to be delivered to each of the parties within twenty (20) calendar days after the conclusion of the evidentiary hearing, unless otherwise agreed by the parties or required by the AAA. All the arbitrators' fees and any other costs shall be shared equally by the parties; and all the parties shall bear their own legal fees (if any) and their own litigation costs and expenses.

Section 21. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive or limit that party of the right thereafter to insist upon strict adherence to that term in the particular instance or that term or any other term of this Agreement in any instance. Any waiver must be in writing.

Section 22. Entire Agreement. This Agreement, constitutes the entire understanding and agreement between the parties, superseding all prior or contemporaneous communications, agreements and understandings, oral or written. Each party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not expressly set out in this Agreement.

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Agreement to be executed by themselves or by their duly authorized representatives as of the date first written above.

JASON LIEBIG

Name: Jason Liebig

DATED this 31 day of January 2024

ICONIC CANDY, LLC.

By______Name: Kenneth Wiesen

Name. Keimem wiesen

DATED this day of January 2024

EXHBIT A

TRADEMARK ASSIGNMENT

3/7/2024

WHEREAS, Jason Liebig, an individual (hereinafter "ASSIGNOR"), is the owner of U.S. Trademark Registration No. 5297953 for the mark below:



as used on "candy" in Class 30, including but not limited to all common law rights, goodwill, and accrued claims, damages, defenses, and/or causes of action therein (collectively referred to hereinafter as "the Trademark"); and

WHEREAS, ASSIGNOR desires to assign and transfer all right, title, and interest it has in and to the Trademark to Iconic Candy, LLC, a New York limited liability company with an address at 285 Deerfield Road, Morganville, New Jersey 07751 (hereinafter "ASSIGNEE"); and

NOW, THEREFORE, ASSIGNOR, for one U.S. dollar (\$1.00 USD) and other valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer to ASSIGNEE all right, title, and interest ASSIGNOR has in and to the Trademark, together with all common law rights and the goodwill of the business symbolized thereby, and all accrued claims, damages, defenses, and/or causes of action ASSIGNOR has or may have in connection with the Trademark.

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JASON LIÉBIG

Signature:

Name: Jason Liebig

Date: 02/07/2024

ICONIC CANDY,

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NEWNETH WIESP

Date: 02/07/2024

Ju E. Links