

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SWEET CHARLIE'S HOLDINGS, LLC	05/21/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROLLING CHEM LLC
<b>Street Address:</b>	406 NEW DOVER ROAD
<b>City:</b>	COLONIA
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07067
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10595543
<b>Patent Number:</b>	D835380
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(718)407-4835
<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>	7189798688
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<b>Correspondent Name:</b>	BRIAN A. LINCER
<b>Address Line 1:</b>	115 MAPLE AVENUE
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<b>ATTORNEY DOCKET NUMBER:</b>	SWEET CHARLIES
<b>NAME OF SUBMITTER:</b>	BRIAN A. LINCER
<b>SIGNATURE:</b>	/Brian A. Lincer/
<b>DATE SIGNED:</b>	06/15/2021
<b>Total Attachments: 5</b>	
source=Patent_Assignment.v1.d4.2021.05.20.Clean#page1.tif	
source=Patent_Assignment.v1.d4.2021.05.20.Clean#page2.tif	
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source=Patent_Assignment.v1.d4.2021.05.20.Clean#page4.tif	
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## PATENT ASSIGNMENT

This assignment (this "Assignment") is made on the 21<sup>st</sup> day of May, 2021 between Sweet Charlie's Holdings, LLC, a Delaware limited liability company (the "Assignor") and Rolling Chem LLC, a New Jersey limited liability company (the "Assignee").

### RECITALS

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), whereby Assignor has, among other things, agreed to sell the Property and Invention (as defined below), on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, this Assignment is being delivered pursuant to the terms of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Purchase Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

#### 1. REPRESENTATIONS:

A. Assignor owns the right, title, and interest in and to the following (collectively the "Property"), and the inventions therein described ("Invention"):

Country/ Jurisdiction	Title/Patent Number	Status/Key Dates	Type	Owner Information	Duration
United States (Federal)	ICE CREAM DONUT ROLL  US D835,380S	Filing Date: Filed: May 23, 2016  Issuance Date: December 11, 2018	Design	Sweet Charlie's Holdings, LLC Limited Liability Company Delaware  1921 Walnut Street, Philadelphia, Pennsylvania 19103	15 years
United States (Federal)	SYSTEM FOR PRODUCING ROLLED ICE CREAM  US 10,595,543B2	Filing Date: November 7, 2016  Filed: November 6, 2017  Issuance Date: March 24, 2020	Design	Sweet Charlie's Holdings, LLC Limited Liability Company Delaware  1921 Walnut Street Philadelphia Pennsylvania 19103	15 years

The entire right, title and interest in said Invention in the above-identified United State patent and patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries;

The right to file foreign patent applications on said Invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications;

The entire right, title and interest to any and all developed ideas, trade secrets, confidential information, and copyrightable matter directly related to said Invention; and

All extensions, modifications, new developments, improvements, supplements, technical data, scientific know-how, and all other property, legal, equitable, and contractual rights directly and indirectly relating to said Invention, whether now existing or hereafter arising.

B. Assignor desires to transfer all of its claims, right, title and interest to any or all of the Property to Buyer, and Buyer desires to secure name.

## 2. GRANT

A. In consideration as set forth in and other good and valuable consideration paid to Assignor by Buyer, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby assigns to Buyer its claim, right, title, and interest in the Property and in any portion thereof.

## 3. MISCELLANEOUS

A. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said Invention to Buyer as the owner of the entire interest, for the sole use and benefit of Buyer, its successors, assigns and legal representatives.

B. Assignor hereby agrees, without further consideration to give a full and frank disclosure of all information necessary or related to the implementation of the above-identified invention which includes by way of example and not by limitation, manufacturing and industrial concepts, ideas, formulas, trade secrets, technical expertise, and specifications. Assignor further agrees to provide all documents, drawings, schematics, and things used to develop, implement, and reduce the invention to practice.

C. Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which Buyer may request to make this assignment fully effective, including, by way of example but not limitations, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said Invention, and all lawful documents requested by Buyer to further the prosecution of any of such patent applications; and

Cooperation to the best of its ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said Invention.

D. This Assignment and the terms of agreement herein shall be binding upon Assignor's successors, licensees, and legal representatives.

E. This Assignment contains the entire agreement between the parties hereto with respect to the subject matter hereof. This Assignment may be amended, modified, superseded, canceled, or extended and the terms and conditions hereof may be waived only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance.

F. This Assignment shall be governed by and construed in accordance with federal law and with the laws of the State of New Jersey, and any lawsuit arising therefrom shall be heard in a court of competent jurisdiction in the State of New Jersey.

G. In the event that any condition, covenant, or other provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Assignment and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

H. No party hereto shall be deemed to be the representative, partner, joint-venturer, or agent of any other party hereto by virtue of this Assignment.

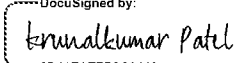
I. Each person executing this Assignment does hereby represent and warrant to each other person so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to execute this Assignment in the capacity and for the entity set forth below.

**[The remainder of this page is left blank intentionally]**



**BUYER:**

**ROLLING CHEM LLC**

By:  DocuSigned by:  
8B44EAEF500949...  
Name: Krunalkumar Patel  
Title: Managing Member