

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREATIVE ASSEMBLY, INC.		08/16/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wood Expressions, Inc.		
Street Address:	444 East Gardena Blvd.		
Internal Address:	Bldg. A		
City:	Gardena		
State/Country:	CALIFORNIA		
Postal Code:	90248		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5072447	REMINISCING, THE GAME FOR PEOPLE OVER TH	
Registration Number:	5072396	THAT "DIRTY" (BLANK)ING CARD GAME	
Registration Number:	5054708	THE GAME OF MAKIN' BACON	
Serial Number:	86921339	DIRTY MINDS THE GAME OF NAUGHTY CLUES	
Registration Number:	4373891	SCAN GAMES	
Registration Number:	4442421	THE GAME OF BALONEY	
Registration Number:	4139269	TDC PUZZLES	
Registration Number:	4171500	TDC GAMES	
Registration Number:	4138766	CHAOS THE RUTHLESS CARD GAME OF EVER CHA	
Registration Number:	4138679	STAX THE CARD STACKING GAME	
Registration Number:	4050239	JIGSAWBALL SPHERICAL JIGSAW PUZZLES	
CORRESPONDENCE DATA			
Fax Number:	8474919801		
<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>			
Phone:	847-491-9800		
Email:	chris@trademarksearch.com		
Correspondent Name:	Christopher J. Bischoff		
Address Line 1:	1650 Payne Street		
TRADEMARK			

OP \$290.00 5072447

Address Line 4:	Evanston, ILLINOIS 60201
NAME OF SUBMITTER:	Christopher J. Bischoff
SIGNATURE:	/Christopher J. Bischoff/
DATE SIGNED:	11/18/2016

Total Attachments: 19

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- source=FINAL TDC IP APA - Redacted - Scanned#page19.tif

**ASSET PURCHASE AGREEMENT BETWEEN
WOOD EXPRESSIONS INC., CREATIVE ASSEMBLY, INC., LAWRENCE J.
BALSAMO, MICHELLE A. PYLE, AMERICAN DESIGNWORKX, INC., AND SANDY
BERGESON**

This Agreement (this "*Agreement*") is entered into as of August 16th 2016, between Wood Expressions, Inc. a California corporation ("*Buyer*" or "Wood Expressions"), on the one hand, and Lawrence J. Balsamo ("*Balsamo*"), Michelle A. Pyle ("*Pyle*"), Creative Assembly Inc. ("*CAI*"), American Designworx, Inc. ("*ADW*") and Sandy Bergeson ("*Bergeson*") (collectively, "*Sellers, each individually a 'Seller'*"), on the other hand.

RECITALS

A.

[REDACTED]

B.

[REDACTED]

C.

[REDACTED]

D.

[REDACTED]

E.

[REDACTED]

F.

[REDACTED]

G.

[REDACTED]

H.

[REDACTED]

I.

[REDACTED]

J.

[REDACTED]

K.

[REDACTED]

L.

[REDACTED]

M.

[REDACTED]

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Transfer of Assets

1.1 Assets to be Sold. On the terms and subject to the conditions of this Agreement, Sellers hereby sell, assign, transfer, convey and deliver to Buyer, effective on the Closing Date (as hereinafter defined), and Buyer purchases from Sellers, any and all of Sellers' right, title and interest of any kind and nature as of the Closing Date in and to the following assets of Sellers (collectively, the "*Transferred Assets*"):

1.1.1 Intellectual Property Owned by Sellers. All rights, title and interest of Sellers, and each of them, in and to any and all of the intellectual property rights in artwork, any works, works of authorship, creations, inventions, designs, concepts, drawings, illustrations, text, marketing material, instructions, original content, lists, trade secrets, know how, technology and confidential information whether registered or unregistered which in any way relates to games, puzzles, - or other works, creations or material authored, created, made, developed or owned by each such Seller, including but not limited to all trademarks, whether registered or unregistered, trademark applications, copyrights, whether registered or unregistered, copyright applications, patent rights of any kind or nature, utility patents and applications, design patents and applications, design rights, registered designs, unregistered designs and applications, industrial

design rights, industrial designs and applications that in any way relate to the games and products identified on Schedule 1.1, and all associated intellectual property (collectively, the "*Intellectual Property*"), whether such Intellectual Property is owned or licensed by each Seller, in which each Seller has any interest whatsoever including but not limited to proprietary interests, distribution rights, royalty rights, or other rights, including but not limited to the following:

(i) Patent or patent applications (whether registered or unregistered) and inventions and discoveries that may be patentable;

(ii) All works of authorship and all Copyrights (whether registered or unregistered) and copyright application (whether registered or unregistered) in both published and unpublished works including derivatives and any and all related moral rights;

(iii) TDC's name, all assumed fictional business names, and trade names including all similar names;

(iv) all of Sellers' registered and unregistered trademarks, trademark applications, including all such similar trademarks, trade dress, registered and unregistered trade dress, and trade dress applications, including all such similar trade dress, service marks (whether registered or unregistered), service mark applications, including all such similar service marks, product names and names similar thereto, and all rights in and relating to internet web sites, their content, and all internet domain names presently owned used by Sellers including all similar domain names, and telephone numbers and listings;

(v) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings, development tool, ideas, concepts, design right, database right, methodology, algorithm, invention, artwork, and blue prints;

(vi) any right to use or exploit any of the foregoing;

(vii) all goodwill associated with the Transferred Assets; and

(viii) any other proprietary right relating to the Transferred Assets, whether arising under the laws of the United States or any other country.

1.1.2 Artwork Owned by Sellers. To the extent not considered part of the Intellectual Property, all right, title and interest in all works of authorship in and relating to artwork and copy for the game and puzzle files in an electronic format for all TDC products as well as all puzzles and games listed on the Schedule 1.1 in their current and present state held by any of the Sellers (the "*Artwork*") including all derivative works relating thereto. For completeness and clarity, "Transferred Assets" shall include the "Intellectual Property" and "Artwork." The Artwork shall be delivered by any Seller having possession thereof as follows:

(i) The Artwork for current published games as identified on Schedule 1.1 will be provided in a standard acceptable format to transition the games to an off shore manufacturer and to reproduce the related game in the entire package, including box art, game play and instructions. In order to transfer the artwork and copy, hires layered files will be provided in an EPS, PDF or AI format. Once completed, the files will be transferred to a cloud based account for off shore manufacturing

(ii) Files presented should have a Minimum resolution for photographic images at 600 dpi at final reproduction size (100 percent). As well as a Minimum resolution for monochrome line art (diagrams, drawings and graphs) 600-1200 dpi at final reproduction size (100 percent).

(iii) All related intellectual property, graphic art, print copy and image files for all TDC products as well as all puzzles and games listed on Schedule 1.1 is to be provided. A full catalog or Master File of these titles will need to be presented in accordance to Schedule 1.1 in such acceptable file formats EPS, AI, PDF, PSD, JPG & TIFF. These related files are to be presented in an acceptable file format for printing as color ready artwork.

(iv) The files presented should be fully accessible layered Vector Files, if possible. The files should have all type, illustrations and line art layered and prepared in any of these vector file formats EMF, EPS, PDF or PS. These Master Files of each product will need to be presented in CMYK or RGB color modes and clarified as to which is used as process. All files should be uploaded and transferred to a common FTP site for Wood Expressions access. Master Disc files should be stored on a SSD Drive and placed in a Master Library.

(v) In accordance to Schedule 1.1, each title should be documented with two complete samples so that the Company can keep the consistency of the product. Most of the older or out of print finished products are included in the TDC Game Archive located at 2855 Carl Blvd, Elk Grove Village, IL 60007. However, it is understood that physical samples of some vintage titles might not exist.

1.1.3



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(ii)

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(iii)

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(iv)

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(ii)

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(iii)

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1.7.1

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1.7.2

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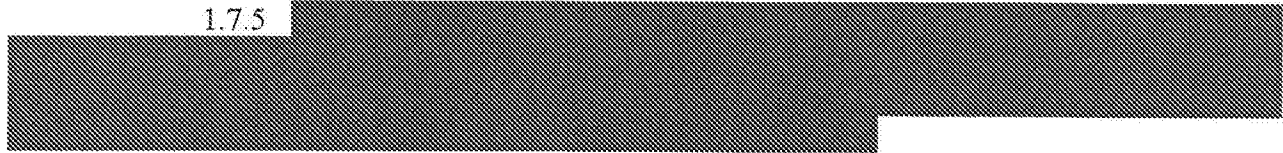
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1.7.4



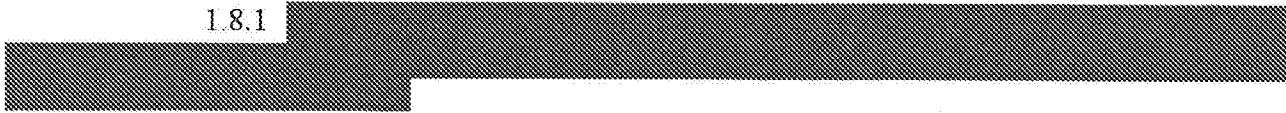
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1.8



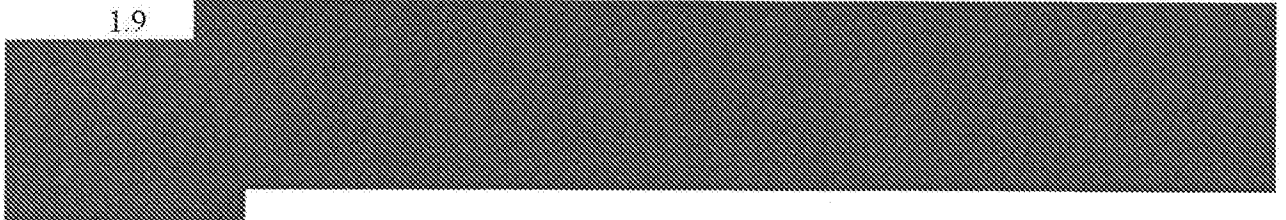
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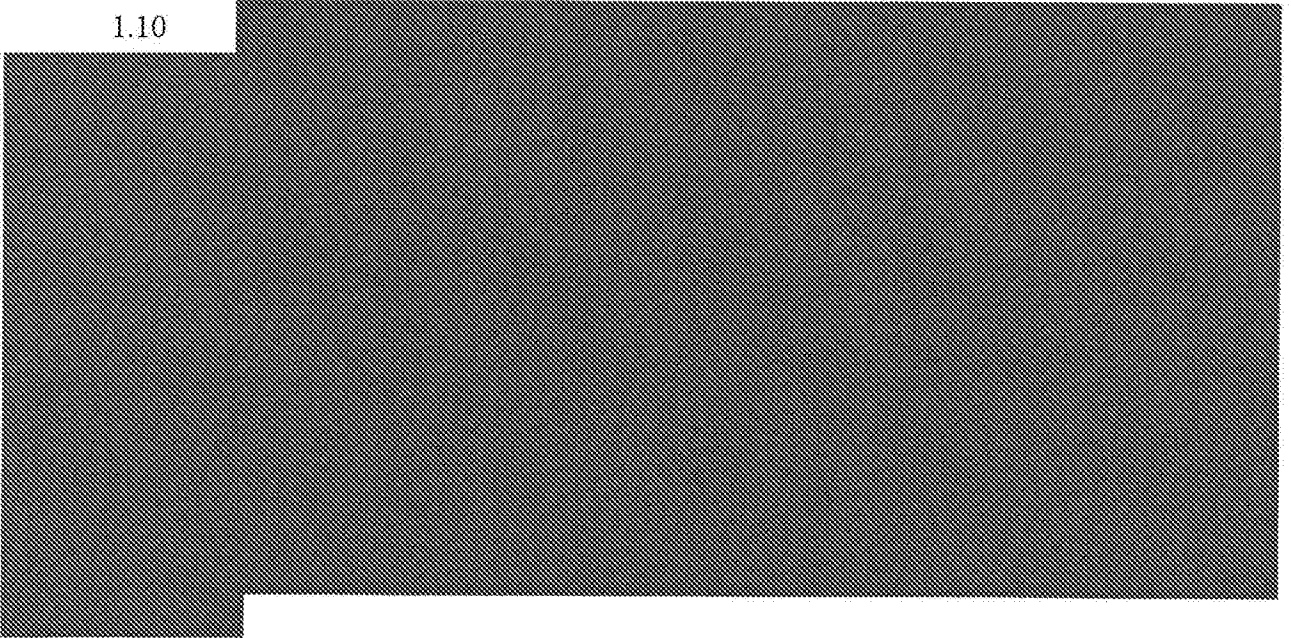
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1.10



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4.1 [REDACTED]

4.2 [REDACTED]

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5. [REDACTED]

5.1 [REDACTED]

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5.1.4

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5.1.5

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5.2

[Redacted]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

10.1 [REDACTED]

[REDACTED]

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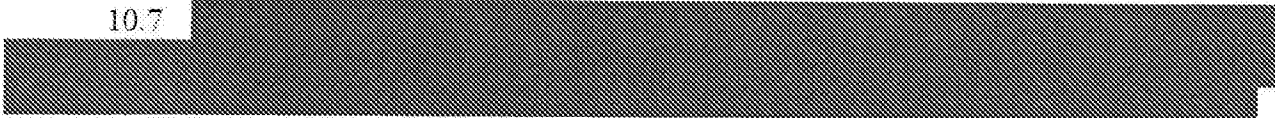
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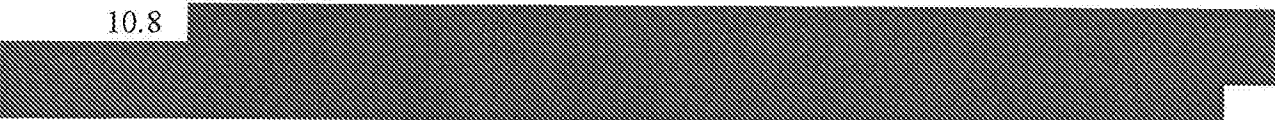
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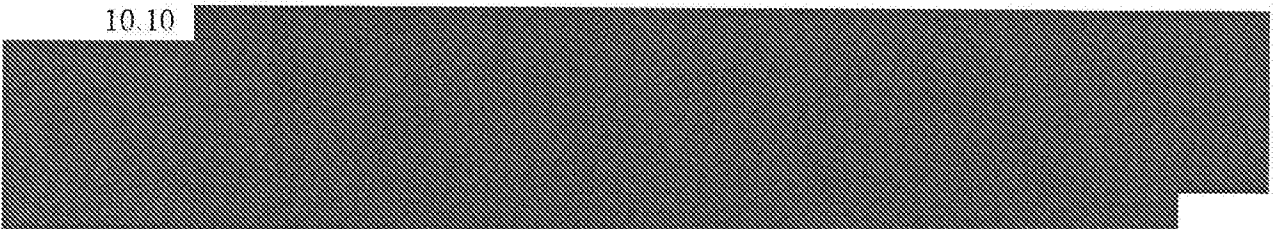
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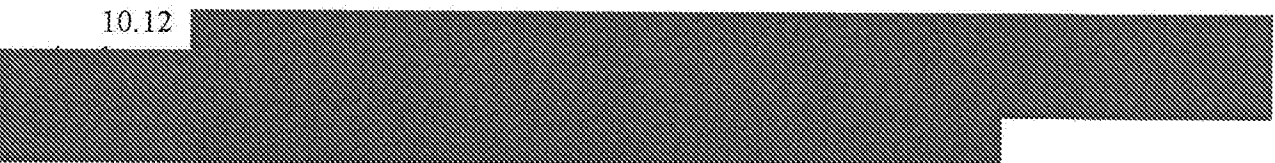
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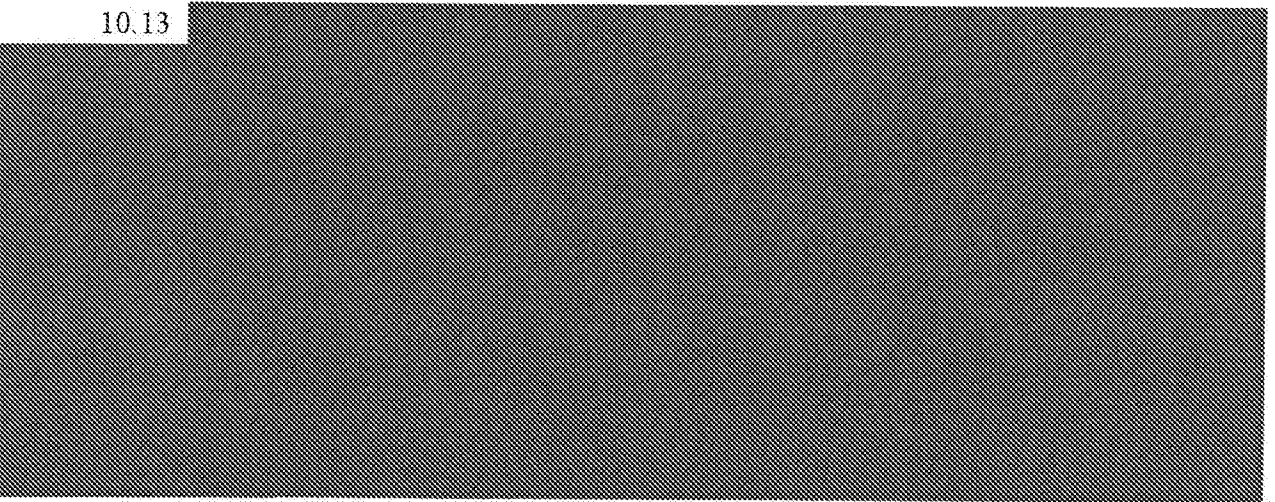
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(v)

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10.16

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10.18

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

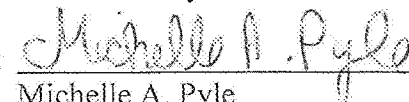
BUYER

Wood Expressions, Inc., a California corporation

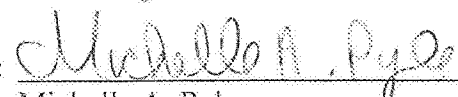
By: 
Ron Reyes
Its: President

SELLER

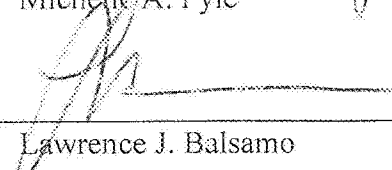
Creative Assembly Inc.

By: 
Michelle A. Pyle
Its: President

American Designworx Inc.

By: 
Michelle A. Pyle
Its: President


Michelle A. Pyle


Lawrence J. Balsamo

Sandy Bergeson

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BUYER

Wood Expressions, Inc., a California corporation

By: _____
Ron Reyes
Its: President

SELLER

Creative Assembly Inc.


By: _____
Michelle A. Pyle
Its: President

American Designworx Inc.

By: _____
Michelle A. Pyle
Its: President

Michelle A. Pyle

Lawrence J. Balsamo



Sandy Bergeson

TRADEMARK

REEL: 005924 FRAME: 0224

Schedule 1.1

Percentages in the "Parentheses" indicate the total royalty due. Royalties are divided equally between Authors except where otherwise noted. To the best of the parties knowledge, where marked, "TM" means Common Law trademark, "R" means ® registered trademark, "copyright" means © registered copyright and "P" means granted patent.

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1991 More DIRTY MINDS Copyright, TM & R, (7% total royalty due to ADW and Bergeson)
2003 Senior Moments Copyright, (6% total royalty due to ADW and Bergeson)
2005 Deluxe Dirty Minds, Copyright, TM & R (7% total royalty due to ADW and Bergeson)
2009 REMINISCING 21St Century Edition, Copyright, TMR (6% total royalty due to ADW and Bergeson)
2009 THE GREEN GAME, TM (6% total royalty due to ADW and Bergeson)
2010 CHAOS Card Game, TMR (6% total royalty due to ADW and Bergeson)
2010 Dirty Minds Card Game Copyright TMR (7% total royalty due to ADW and Bergeson)
2012 Dirty Minds Ultimate Edition, Copyright, TM, R (7% total royalty due to ADW and Bergeson)
2013 The Game of Baloney, TMR, Copyright derivative of B.S. (6% total royalty due to ADW and Bergeson)
2013 That "Dirty (Blanking) Card Game, TM, R (6% total royalty due to ADW and Bergeson)
2001 A is for Arson Puzzle, (\$0.35 royalty is to be paid to LaMonde per printed game)
2001 C is for Chocolate Puzzle, (\$0.35 royalty is to be paid to LaMonde per printed game)
2003 F is for Feline, (\$0.35 royalty is to be paid to LaMonde per printed game)
2004 B is for Birthday, (\$0.35 royalty is to be paid to LaMonde per printed game)
1998 Make Your Own-Opoly, 80 year license from Hasbro at 0% percent
2008 Tiny Kung Fu Masters TM, R
2008 USA Shaped Puzzles, TMR (4% total royalty due to ADW and Bergeson - Current Artwork Only)
2009 World's Smallest Jigsaw Puzzles, TM, R (6% total royalty due to ADW and Bergeson - Current Artwork Only)
2013 The Game of Makin' Bacon, TM, R (6% total royalty due to ADW and Bergeson)
2011 Campbell's Alphabet Dice Game, (6% total royalty to Campbell's - renewal pending)
2014 The Tootsie Roll Dice Game, (7% total royalty to Tootsie Roll - renewed)
2012 TDC GAMES LOGO R
2012 TDC PUZZLES LOGO R
2016 The website and domain name: "tdcgames.com" and any other related domains.

Previously Published:

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1985 ADULTRIVIA II, Copyright, (6% total royalty due to ADW and Bergeson)
1986 B.S., The Game copyright, (6% total royalty due to ADW and Bergeson)
1986 Sexual Dilemmas, Copyright (6% total royalty due to ADW and Bergeson)
1988 The Stupid Game, no filings (6% total royalty due to ADW and Bergeson)
1988 The Big Picture Game, Copyright (6% total royalty due to ADW and Bergeson)
1988 Sexual Secrets, Copyright (6% total royalty due to ADW and Bergeson)
1989 Reminiscing, Copyright, TM & R (6% total royalty due to ADW and Bergeson)
1990 Family, The Game, Copyright (6% total royalty due to ADW and Bergeson)
1991 Falsies, derivative of B.S, see above (6% total royalty due to ADW and Bergeson)

1992 HARASSMENT, Copyright (6% total royalty due to ADW and Bergeson)
 1992 ADULTRIVIA, The 90's Edition, Copyright see above (6% total royalty due to ADW and Bergeson)
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 1993 DIRTY MONEY, Copyright (6% total royalty due to ADW and Bergeson)
 1993 Bedroom Adventures, Copyright (6% total royalty due to ADW and Bergeson)
 1994 Everything You Never Wanted to Know about Sex, Copyright (6% total royalty due to ADW and Bergeson)
 1994 The Book of Indecent Proposals, Copyright (6% total royalty due to ADW and Bergeson)
 1994 TALK DIRTY TO ME, No filings (6% total royalty due to ADW and Bergeson)
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 2000 Dealing With Murder, "Dead & Breakfast", Copyright (6% total royalty due to ADW and Bergeson)
 2000 Practice To Be A Millionaire, Copyright (6% total royalty due to ADW and Bergeson)
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 2002 Who Do You Do, Copyright (6% total royalty due to ADW and Bergeson)
 2006 Size Matters, name belongs to Random Games (6% total royalty due to ADW and Bergeson)
 2007 Man Laws & Woman Rules, no filings (6% total royalty due to ADW and Bergeson)
 2008 BONEHEAD Game, no filings (6% total royalty due to ADW and Bergeson)
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 1990 CONFETTI GREETING CARDS, P (6% total royalty due to ADW only)
 1997 CHECKPOINT Road Rally Game, Copyright (6% total royalty due to ADW Only)
 1987 The Couch Potato Game, content Copyright, License expired for name
 1988 The Junior Couch Potato Game, content copyright, License expired for name
 1989 Improv Comedy Game, Copyright Improv name license expired
 1992 STUDS, Fox Television license expired
 1994 NFL FANTASY FOOTBALL, Copyright, NFL name license expired
 1995 SIX PACK OF PARTY GAMES, Portions of TDC copyrighted material
 1995 NFL-OPOLY, Mark Mantanes, NFL name license expired
 1996 SIX PACK OF DRINKING GAMES, Portions of various TDC Copyrighted material
 1999 NASCARDS, no filings, Nascar name license expired
 1999 The Jerry Springer Game, Jerry Springer name license expired
 2000 GREED, The Hottest Game on Dice, Morgan/Hackett game license expired
 2000 CHOPSTIX, The Oriental Stacking Game, Copyright, Willis name license expired
 2000 The Bachelorette Party Game, Randle LaMonde licence
 2001 Who's in the Bag, Ferris Heywood (LaMonde)
 2001 B is for Bullet Puzzle, (\$0.35 royalty is to be paid to LaMonde per printed game)
 2002 Before & After Jigsaw Puzzles
 2002 Make Your Own Jigsaw Puzzle
 2002 SKRIBBLE, (LaMonde)
 2002 D is for Diamonds, (\$0.35 royalty is to be paid to LaMonde per printed game)

2002 E is for Espresso, (\$0.35 royalty is to be paid to LaMonde per printed game)
2003 Make Your Own Dart Board, no filings
2004 Caribbean Stud/Texas Hold'Em, Mikohn license expired
2004 Let It Ride/Three Card Poker, Shufflemaster license expired
2004 Night & Day Jigsaw Puzzles, no filings
2004 Dogspirations Jigsaw Puzzles, no filings
2005 G is for Golf, (\$0.35 royalty is to be paid to LaMonde per printed game)
2006 Chess for Dummies, Wiley license expired
2006 Sudoku2, no filings
2006 Portable Puzzles, no filings
2006 Collapsible Puzzle Roll-ups, no filings
2006 LOST Mystery Puzzles, ABC Television license expired
2007 Jigsaw Puzzles for Dummies, Wiley license expired
2007 Visible Puzzles, no filings
2007 Unforgettaball! Collectible Baseballs, Wolfson (distribution only)
2008 JIGSAW 3D Puzzles,
2008 Unforgettaballs, Wolfson
2008 X-CUBE, no filings
2008 QUAD- CUBE, TMR
2009 HUMMEL PUZZLES, Hummel license expired
2009 300-600-1200 PUZZLES
2009 I is for Internet Mystery Puzzle, (\$0.35 royalty is to be paid to LaMonde per printed game)
2010 Major League Baseball, The Baseball Card Game, MLB name license expired
2010 Major League Baseball Pennant Puzzles, MLB license expired
2010 World's Smallest Major League Baseball Puzzles MLB license expired
2010 Where's Waldo Puzzles, Hanford, license expired
2010 Precious Moments Puzzles, Sam B., license expired
2011 JIGSAWBALL Spherical Jigsaw Puzzles, Scott license expired
2011 World's Smallest College Football Puzzles, licenses expired
2011 College Football-Shaped Puzzles, licenses expired
2012 Party Games in a Can, various ADW copyrighted material
2012 The World's Most Difficult Jigsaw Puzzles, Scott license expired