

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/23/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.J. Alan Company		01/23/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Phantom I.P., LLC		
Street Address:	555 Martin Luther King, Jr. Blvd.		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44502		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2568414	SUNDANCE	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	216.348.5744		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC/Robbie Bannan		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114-2653		
NAME OF SUBMITTER:	Robbie H. Bannan		
SIGNATURE:	/Robbie H. Bannan/		
DATE SIGNED:	01/24/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), made effective December 23, 2016 ("Effective Date") by and between B.J. Alan Company (also known as B.J. Alan Company Inc.), a corporation organized and existing under the laws of the State of Ohio, having its principal place of business at 555 Martin Luther King, Jr. Blvd., Youngstown, Ohio 44502, U.S.A. (hereinafter referred to as "Assignor"), and Phantom I.P., LLC, a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 555 Martin Luther King, Jr. Blvd., Youngstown, Ohio 44502, U.S.A. (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the proprietor of the trademarks identified on Exhibit A hereto, including all registrations and applications therefor and all goodwill associated therewith (hereinafter referred to collectively as "Marks").

WHEREAS, Assignor agreed to assign the Marks to Assignee and Assignee accepted the assignment.

NOW THEREFORE, in consideration of One Dollar (USD \$1.00), the receipt and sufficiency of which is hereby acknowledged, Assignor agrees that Assignor hereby assigned unto Assignee, its successors and assigns, nunc pro tunc effective as of the Effective Date, Assignor's entire right, title and interest in and to the Marks, including all causes of action for and the right to sue in respect of all infringements of the Marks, which may have occurred before the effective date of this Agreement, and the right to all remedies including damages, an accounting of profits, or other proceeds in respect of such infringements.

Assignor agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by Assignee, its successors or assigns, to give effect to this Agreement and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein.

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IN WITNESS HEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of January 23, 2017.

Assignor:

B.J. Alan Company,
an Ohio corporation

By: 

Name: William A. Weimer

Title: Vice President

Assignee:

Phantom I.P., LLC,
a Delaware limited liability company

By: 

Name: William A. Weimer

Title: Vice President

EXHIBIT A

COUNTRY	MARK	REG NO.
United States	SUNDANCE	2,568,414
European Union	PHANTOM FIREWORKS & DESIGN	008468555
European Union	PHANTOM FIREWORKS BRAND & DESIGN	008468597
European Union	PHANTOM FIREWORKS	008467292
Brazil	PHANTOM FIREWORKS (LOGO)	900278480
Brazil	PHANTOM FIREWORKS (LOGO)	900278439