

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BuySeasons, Inc.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BuySeasons Enterprises, LLC		
Street Address:	601 Cantiague Rock Road		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4638571	LIFE'S BETTER IN COSTUME	
Registration Number:	4501849	1ST WISHES	
Registration Number:	4638171	ORANGE TUESDAY	
Registration Number:	4382810	COSTUMES 4D	
Registration Number:	4203916	THE OFFICIAL PRESIDENTIAL MASK POLL	
Registration Number:	4122818	PARTY DESTINATION	
Registration Number:	3330631	CELEBRATE EXPRESS	
Registration Number:	3349346	COSTUME EXPRESS	
Registration Number:	3666571	BUYSEASONS	
Registration Number:	3383855	BUYCOSTUMES	
Registration Number:	2793599	BUYCOSTUMES.COM	
Registration Number:	2653089	BIRTHDAY EXPRESS .COM	
Registration Number:	2426420	BIRTHDAYEXPRESS.COM	
Registration Number:	2426402	BIRTHDAYEXPRESS.COM	
Registration Number:	1879720	BIRTHDAY EXPRESS	
Registration Number:	2219758	1-800-BIRTHDAY	
Registration Number:	1950207	STORYBOOK HEIRLOOMS	
Registration Number:	1834617	BIRTHDAY EXPRESS	

OP \$465.00 4638571

CORRESPONDENCE DATA**Fax Number:** 5167416706*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:** 516-592-5921**Email:** cskop@msek.com**Correspondent Name:** Charles Skop**Address Line 1:** 990 Stewart Avenue**Address Line 2:** Suite 300**Address Line 4:** Garden City, NEW YORK 11530

NAME OF SUBMITTER:	Charles Skop
SIGNATURE:	/Charles Skop/
DATE SIGNED:	06/30/2017

Total Attachments: 5

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TRADEMARKS ASSIGNMENT AGREEMENT

This **TRADEMARKS ASSIGNMENT AGREEMENT** is dated June 30, 2017, by and between BuySeasons, Inc., a Delaware corporation (the “Assignor”) and BuySeasons Enterprises, LLC, a New York limited liability company (the “Assignee”).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of June 15, 2017, by and among the Assignor, the Assignee and Liberty TripAdvisor Holdings, Inc. (the “Agreement”);

WHEREAS, the Agreement contemplates that the Assignor will sell, assign, transfer, convey and deliver to the Assignee all of the Assignor’s right, title, and interest in, to and under, all of the Intellectual Property Assets; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Trademarks. The Assignor, as provided for in the Agreement, for good and valuable consideration received from the Assignee, hereby absolutely and unconditionally sells, assigns, transfers, conveys and delivers unto the Assignee, its successors and assigns, forever, Assignor’s entire right, title, and interest in, to and under, all of the following, wherever located, to have and to hold forever:

- a. the trademarks and trademark applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;
- b. all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all rights to Actions of any nature available to or being pursued by the Assignor or the Shareholder to the extent related to the foregoing for the period after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or

agencies in any applicable jurisdiction, to record and register this Trademarks Assignment Agreement upon request by the Assignee.

3. Other Agreements. The terms of the Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements, and indemnities, are incorporated herein by reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments contemplated herein, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to the Assignee.

5. Successors and Assigns. This Trademarks Assignment Agreement is binding upon, inures to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.

6. Amendment. This Trademarks Assignment Agreement may be amended or modified at any time only by an instrument in writing signed by the Assignor and Assignee.

7. Governing Law. This Trademarks Assignment Agreement and any and all matters arising under or related to this Agreement shall be governed by the laws of the State of New York without regard to principles of conflict or choice of law that would defer to the substantive laws of any other jurisdiction.

8. Counterparts; Electronic Signatures. This Trademarks Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Trademarks Assignment Agreement may be delivered via facsimile, email or other legible electronic means, and such electronic copies shall be as valid as the originals.

9. No Waivers. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between the parties, shall constitute a waiver of any such right, power or remedy.

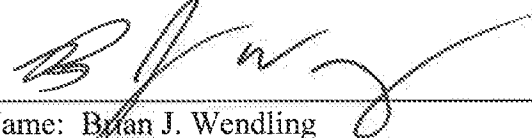
10. Notices. The terms and conditions of Section 10.5 (Notices) of the Agreement are hereby incorporated by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademarks Assignment Agreement to be duly signed as of the date first above written.

ASSIGNOR:

BUYSEASONS, INC.

By: 
Name: Brian J. Wendling
Title: Vice President

ASSIGNEE:

BUYSEASONS ENTERPRISES, LLC
By: Rubie's Costume Company, Inc., its Managing Member

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademarks Assignment Agreement to be duly signed as of the date first above written.

ASSIGNOR:

BUYSEASONS, INC.

By: _____
Name: Brian J. Wendling
Title: Vice President

ASSIGNEE:

BUYSEASONS ENTERPRISES, LLC
By: Rubic's Costume Company, Inc., its Managing
Member

By: Man P Berg
Name: Man P Berg
Title: President

[Trademarks Assignment Agreement]

SCHEDULE I

Trademarks

Serial No.	Registration No.	Mark
86209156	4638571	LIFE'S BETTER IN COSTUME
86067830	4501849	1ST WISHES
86040635	4638171	ORANGE TUESDAY
85736675	4382810	COSTUMES 4D
85564277	4203916	THE OFFICIAL PRESIDENTIAL MASK POLL
85221141	4122818	PARTY DESTINATION
78449111	3330631	CELEBRATE EXPRESS
78448802	3349346	COSTUME EXPRESS
77661331	3666571	BUYSEASONS
77014342	3383855	BUYCOSTUMES
76218897	2793599	BUYCOSTUMES.COM
75786792	2653089	BIRTHDAY EXPRESS .COM
75780940	2426420	BIRTHDAYEXPRESS.COM
75776018	2426402	BIRTHDAYEXPRESS.COM
74490433	1879720	BIRTHDAY EXPRESS
74729535	2219758	1-800-BIRTHDAY
74529402	1950207	STORYBOOK HEIRLOOMS
74357859	1834617	BIRTHDAY EXPRESS