

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Good Stuff Company, LLC		10/09/2013	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TGS ACQUISITION LLC		
Street Address:	301 Yamato Road, Suite 2112		
Internal Address:	c/o The Bridge Direct, Inc.		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1636997	GOOD STUFF	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3035838275		
Email:	uspt@polsinelli.com, marcaro@polsinelli.com		
Correspondent Name:	Margaret M. Arcaro		
Address Line 1:	1201 West Peachtree Street NW Suite 1100		
Address Line 4:	Atlanta, GEORGIA 30306		
NAME OF SUBMITTER:	Margaret M. Arcaro		
SIGNATURE:	/Margaret M. Arcaro/		
DATE SIGNED:	07/10/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), dated as of October 9, 2013, is made by and between THE GOOD STUFF COMPANY, LLC, a Delaware limited liability company (“Assignor”), having an address at 47-00 33rd Street, Long Island City, NY 11101, and TGS ACQUISITION LLC, a Delaware limited liability company (“Assignee”), having an address at c/o The Bridge Direct, Inc., 301 Yamato Road, Suite 2112, Boca Raton, FL 33431.

WITNESSETH:

WHEREAS, Assignor is engaged in the business of the design, manufacture, marketing and sales of (x) plush toys, inflatable balls, soft-play sports sets, baseball caps, towels, and other novelty items to the amusement park, private label and sporting goods markets through its Good Stuff division and (y) licensed miniature key chains and impulse and novelty toys and accessories (which includes, without limitation, handheld electronic games, affinity programs and classic game recreations) to the mass market retail and gift store retail markets through its Basic Fun division (collectively, the “Business”);

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, slogans and brands, and registrations thereof, and pending applications for registration thereof, that are used in any material respect in or otherwise relating in any material respect to the Business, including without limitation those set forth on the attached Schedule A, including all common law rights associated therewith, together with all goodwill arising from use of and symbolized thereby (collectively, the “Trademarks”); and

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of selling all of Assignor’s rights, title and interest in and to the Trademarks, together with the goodwill of the Business, and confirming the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Trademarks throughout the world, all common law rights associated with such Trademarks, all goodwill of the Business arising from use of and symbolized by such Trademarks, as well as the right to sue and to collect all damages and payments for claims of past, present and future infringement or misappropriation thereof and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

2. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, for

Assignor and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee, its successors and assigns, at Assignee's sole cost and expense, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth above. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein, at Assignee's sole cost and expense.

4. This Assignment is intended only to effectuate the recordation of the transfer of the Trademarks, pursuant to that certain Asset Purchase Agreement, dated as of October 9, 2013 (the "Asset Purchase Agreement"), by and among Assignor, Assignee and The Bridge Direct, Inc., and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. In the event that any of the terms of this Assignment conflict in any way with the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

5. This Assignment, and any disputes arising in connection herewith, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without regard to its conflicts of laws principles.

6. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

THE GOOD STUFF COMPANY, LLC

By: [Signature]

Name: SID BARON

Title: MANAGING MEMBER CEO

STATE OF New York)
)
COUNTY OF Queens, NY)

SIU WAI CHAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6254195
Qualified in Queens County
My Commission Expires January 17, 2016

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared 10/9/2013, having been sworn by me according to law did depose and say he was the Managing Director of The Good Stuff Company, LLC ("Assignor") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

WITNESS my hand and notarial seal this 9 day of October, 2013.

[Signature]
(Written Signature)

Siu Wai Chan
(Printed Signature)

ASSIGNEE:

TGS ACQUISITION LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

THE GOOD STUFF COMPANY, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of The Good Stuff Company, LLC ("Assignor") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

WITNESS my hand and notarial seal this _____ day of _____, 2013.

(Written Signature)

(Printed Signature)

ASSIGNEE:

TGS ACQUISITION LLC

By: _____
Name: JEFF LEHON
Title: SECRETARY

Schedule A

Trademarks

Mark	Registration Number	Registration Date
GOOD STUFF and Design	2571304	05/21/02
GOOD STUFF	1636997	03/05/91
BASIC FUN	2023171	12/17/96
GIGGLATOR	3172499	11/14/06
PONTIKI	2852097	06/08/04
TINY TOTES	2814052	02/10/04
WE PUT THE WORLD'S GREATEST TOYS IN THE PALM OF YOUR HAND	2029749	01/14/97
WE PUT THE WORLD'S GREATEST TOYS IN THE PALM OF YOUR HAND	2028251	01/07/97
XTS	2928355	02/22/05
YANK MY FINGER & Design	2700475	03/25/03