

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great American Duck Races, Inc.		06/29/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Great American Merchandise & Events, LLC		
Street Address:	16444 N 91st St		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2229898	ADOPT A DUCK	
Registration Number:	4770338	CHROMAROMA THERAPY	
Registration Number:	2372459	DERBY DUCKS	
Registration Number:	2183578	DERBY DUCKS	
Registration Number:	3141076		
Registration Number:	3141077		
Registration Number:	3141130		
Registration Number:	3401842		
Registration Number:	3489109		
Registration Number:	2252374		
Registration Number:	3769865	EPOOL	
Serial Number:	87788715	GAME	
Registration Number:	4309686	GAME THE FUN SOLUTIONS PEOPLE	
Registration Number:	4591548	GIANT QUACKY	
Registration Number:	2325073	GREAT AMERICAN DUCK RACES	
Registration Number:	2740577	QUACKY	
Registration Number:	4472021	SOLARGLO	
Registration Number:	2306471	SPONSOR A DUCK	
Registration Number:	5235549	UNDERWATER LIGHT SHOW	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4093517	WATER BOMB FACTORY
Registration Number:	3089571	WE PUT THE FUN INTO FUNDRAISING

CORRESPONDENCE DATA

Fax Number:

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: 5734249403
Email: graham@adventur.es
Correspondent Name: Graham Lloyd (adventur.es)
Address Line 1: 315 N 10th St
Address Line 4: Columbia, MISSOURI 65201

NAME OF SUBMITTER:	Graham Lloyd
SIGNATURE:	/Graham Lloyd/
DATE SIGNED:	07/03/2018

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this

(d) all inventions, invention disclosures, and discoveries used in the Business or contained and/or described in any of the Transferred Patents that (i) are included in any claim in the Transferred Patents, (ii) are subject matter capable of being reduced to a new patent claim, patent claim in a continuation, continuation-in-part, division, or registration claiming priority to, or in a reissue or reexamination proceeding brought on any of the Transferred Patents, or (iii) could have been included as a claim in any of the Transferred Patents;

(e) the software, programs, applications and solutions set forth on Exhibit C to this Intellectual Property Assignment (the

Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies bearing the signature of a Party shall constitute a valid and binding execution and delivery of the Agreement by such Party. Such electronic copies shall constitute legally enforceable original documents

It is hereby respectfully acknowledged that this Intellectual Property Assignment will be filed for recordation in the United States Patent and Trademark Office against the files of the Transferred Patents and Transferred Marks and Domains, and the United States Copyright Office against the files of the Transferred Copyright Registrations, and any other corresponding offices, entities and agencies in the applicable jurisdictions.

* * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

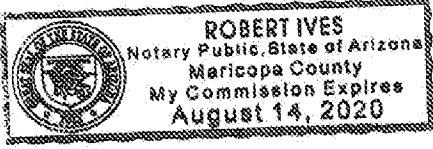
Great American Duck Races, Inc.,
d/b/a Great American Merchandise & Events

By: *Eric Schechter*
Name: Eric Schechter
Title: CEO

STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

On this 27 day of June, 2018, before me personally appeared Eric Schechter, known to me to be the CEO of Great American Duck Races, Inc., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the successor in interest of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Robert Ives
Notary Public

ASSIGNEE:

Great American Merchandise & Events, LLC

By: _____
Name: Brent Beshore
Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me personally appeared Brent Beshore, known to me to be the Manager of Great American Merchandise & Events, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

Great American Duck Races, Inc.,
d/b/a Great American Merchandise & Events

By: _____
Name: Eric Schechter
Title: CEO

STATE OF ARIZONA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me personally appeared Eric Schechter, known to me to be the CEO of Great American Duck Races, Inc., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the successor in interest of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

ASSIGNEE:

Great American Merchandise & Events, LLC

By: _____
Name: Brent Beshore
Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF Boone)

On this 15th day of June, 2018, before me personally appeared Brent Beshore, known to me to be the Manager of Great American Merchandise & Events, LLC, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Joe Ritter

Notary Public

JOE RITTER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
BOONE COUNTY
COMMISSION NUMBER #12545496
MY COMMISSION EXPIRES: 09/04/2020

**EXHIBIT A
TO
INTELLECTUAL PROPERTY ASSIGNMENT
BY AND BETWEEN
GREAT AMERICAN DUCK RACES, INC.,
D/B/A GREAT AMERICAN MERCHANDISE & EVENTS
AND
GREAT AMERICAN MERCHANDISE & EVENTS, LLC**

United States Trademark Registrations and Applications

1. ADOPT A DUCK
RN: 2229898
SN: 75203358

2. CHROMAROMA THERAPY
RN: 4770338
SN: 86367258

3. DERBY DUCKS
RN: 2372459
SN: 75683455


4. DERBY DUCKS
RN: 2183578
SN: 75247043



5.
RN: 3141076
SN: 78210587



6.
RN: 3141077
SN: 78210589

7. 
RN: 3141130
SN: 78370704



8.
RN: 3401842
SN: 78858611



9.
RN: 3489109
SN: 76545885



10.
RN: 2252374
SN: 75247027

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|---|---|
| <p>11. EPOOL
RN: 3769865
SN: 77602298</p> <p>12. GAME
SN: 87788715
Pending Application</p> <p>13. GAME THE FUN SOLUTIONS
PEOPLE
RN: 4309686
SN: 85332494</p> <p>14. GIANT QUACKY
RN: 4591548
SN: 86026150</p> <p>15. GREAT AMERICAN DUCK
RACES
RN: 2325073
SN: 75203359</p> | <p>16. QUACKY
RN: 2740577
SN: 78166048</p> <p>17. SOLARGLO
RN: 4472021
SN: 85734806</p> <p>18. SPONSOR A DUCK
RN: 2306471
SN: 75376016</p> <p>19. UNDERWATER LIGHT SHOW
RN: 5235549
SN: 87183233</p> <p>20. WATER BOMB FACTORY
RN: 4093517
SN: 85332797</p> <p>21. WE PUT THE FUN INTO
FUNDRAISING
RN: 3089571
SN: 78497003</p> |
|---|---|

Foreign Trademark and Design Registrations

1. Duck Design
RN: TMA610115
Jurisdiction: Canada



3. RCD: 000518444
Jurisdiction: European Community

2. TURBO TURTLE
RN: TMA716,014
Jurisdiction: Canada



4. RN: 5027453
Jurisdiction: European Community

Unregistered Trademarks

1. GAME: Great American Merchandise and Events
2. GAME Group
3. Great American Merchandise & Events
4. Orca Whale
5. Surfin

Social Media Accounts

Facebook

GAME Fundraising	https://www.facebook.com/GAMEFundraising/
GAME Products	https://www.facebook.com/GAMEproducts
Derby Duck	https://www.facebook.com/Derby.Duck
Quacky	https://www.facebook.com/quackyRDR/
Giant Quacky	https://www.facebook.com/Giant-Quacky-551674878226299/
Great American Merchandise and Events	https://www.facebook.com/GreatAmericanMerchandiseAndEvents/

Twitter

@GAMEFundraising	https://twitter.com/GAMEFundraising
@DerbyDuck	https://twitter.com/DerbyDuck

YouTube

GAME Great American Merchandise and Events	https://www.youtube.com/user/gamegroupproducts
GAMEFundraising	https://www.youtube.com/user/GAMEFundraising

Instagram

@derby.duck	https://www.instagram.com/derby.duck/
@gamefundraising	https://www.instagram.com/gamefundraising/

Pinterest

Great American Merchandise and Events	https://www.pinterest.com/gameproducts/
GAME Fundraising	https://www.pinterest.com/gamefundraising/

LinkedIn

Great American Merchandise and Events	https://www.linkedin.com/company/great-american-merchandise-and-events/
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EXHIBIT B
TO
INTELLECTUAL PROPERTY ASSIGNMENT
BY AND BETWEEN
GREAT AMERICAN DUCK RACES, INC.,
D/B/A GREAT AMERICAN MERCHANDISE & EVENTS
AND
GREAT AMERICAN MERCHANDISE & EVENTS, LLC

United States Patents and Patent Applications

1. Title: Motorized Floating Ornament
Patent No.: D514,631
Issue Date: 2/7/2006
2. Title: Floatable Water Monitor
Patent No. D654,557
Issue Date: 2/21/2012
3. Title: Solar-Powered Light Source
Patent No. 9206952
Issue Date: 12/8/2015
4. Title: Curved Solar Heater
Appl. No. 15/235449
Filing Date: 8/12/2016
5. Title: Floating Thermometer
Appl. No. 29/622,912
Filing Date: 10/20/2017

**EXHIBIT C
TO
INTELLECTUAL PROPERTY ASSIGNMENT
BY AND BETWEEN
GREAT AMERICAN DUCK RACES, INC.,
D/B/A GREAT AMERICAN MERCHANDISE & EVENTS
AND
GREAT AMERICAN MERCHANDISE & EVENTS, LLC**

None.

EXHIBIT D
TO
INTELLECTUAL PROPERTY ASSIGNMENT
BY AND BETWEEN
GREAT AMERICAN DUCK RACES, INC.,
D/B/A GREAT AMERICAN MERCHANDISE & EVENTS
AND
GREAT AMERICAN MERCHANDISE & EVENTS, LLC

United States Copyright Registrations and Applications

Copyright Title, Type of Work	Registration No.	Effective Date
AccuWeigh	VA 1-845-243	10/9/2012
Aquafet Sculpture Photographs	VA 1-963-996	5/28/2015
Dancing Waters Light & Fountain Show	VA 1-845-230	10/9/2012
Derby dolphin (Design), 2D Drawing	VA 1-350-675	1/9/2006
Derby dolphin (Design), Sculpture	VA 1-350-674	1/9/2006
Derby Duck (design), Drawing	VAut000623832	4/5/2004
Derby duck (Design), previous reg. entitled Great American Duck Racer	VA 1-358-867	4/4/2006
Derby Duck, 2-D Artwork	VA 1-900-379	7/25/2013
Derby Duck, 3-D Sculpture	VA 1-900-397	7/25/2013
Duck race adoption papers; Adopt a rubber duck adoption papers	TX 0002783063	3/26/1990
ePool Instructions	VA 1-845-249	10/9/2012
ePool, visual Material	VA 1-845-450	10/9/2012
Flock of information manual, Text	TX0002595212	6/16/1989
Floating Light-Up Pals	VA 1-845-236	10/9/2012
Giant Inflatable Derby Duck	VA 2-004-191	2/12/2016
Go Everywhere Light Show	VA 1-845-244	10/9/2012

Great American Duck Racer, Sculpture	VA 349-920	4/4/1989
Great American Duck Races, Motion Picture	TX0002855167	3/1/1990
Killer Whale (Design), 2D drawing	VA 1-652-253	3/4/2008
Killer Whale (Design), Sculpture	VA0001652251	3/4/2008
Quack Track, Version 3.1: source code (computer file)	TX0002818670	4/2/1990
Skip'n'Splash (Design)	VA0001650947	10/28/2008
SolarGLO Flame	VA 1-845-245	10/9/2012
SolarGLO Sphere, 2D Artwork	VA 1-845-247	10/9/2012
Solar Underwater Lightshow Sculpture Photographs	VA 1-954-302	3/19/2015
Spa Vacuum Skimmer Attachment, 2D Design	VA 1-355-064	1/9/2006
Surfin' Shark (Design), 2D Drawing	VA 1-632-361	12/6/2007
Surfin' Shark (Design), Sculpture	VAu 960-441	12/6/2007
Turbo turtle, 2D Drawing	VA 1-266-897	1/20/2004
Turbo Turtle, Sculpture	VA 1-196-787	3/4/2003
Underwater Light Show, 2D artwork	VA 1-845-235	10/9/2012
Underwater light show, design, 2D drawing	VA 1-353-254	1/9/2006
Underwater Light Splash, 2D artwork	VA 1-845-241	10/9/2012
Underwater Light Starship	VA 1-845-232	10/9/2012
Water Bomb Factory	VA 1-745-673	12/31/2010
IN PROCESS COPYRIGHT FILINGS		
Galaxy Glow		
Giant Inflatable Surfin' Stingray		pending
Giant Inflatable Starfish		pending
Solar Duck Chlorinator Sculpture	Snell sent form VA (Based on questionnaire completed by GAME) to GAME on 2/20/15	

Solar Globe Chlorinator Sculpture	Snell sent form VA (based on questionnaire completed by GAME) to GAME on 2/20/15; GAME filed; registration rejected - useful article	
Underwater Light Show & Fountain		pending
Wireless Speaker & Light Show		pending
Dual Display Thermometer		eCCO application drafted by S. Joseph August 2017
Galaxy Glow Shapes		eCCO application drafted by S. Joseph August 2017
Inflatable Giraffe		eCCO application drafted by S. Joseph August 2017
Inflatable Alicorn		eCCO application drafted by S. Joseph August 2017
Inflatable Frog		eCCO application drafted by S. Joseph August 2017
Inflatable Otter		eCCO application drafted by S. Joseph August 2017
Inflatable Polar Bear		eCCO application drafted by S. Joseph August 2017
Inflatable Panda		eCCO application drafted by S. Joseph August 2017

TRADEMARK

REEL: 006370 FRAME: 0918

RECORDED: 07/03/2018