

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483333

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Phantom I.P., LLC | | 06/11/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | American Promotional Events, Inc. | | |
| Street Address: | 4511 Helton Drive | | |
| City: | FLORENCE | | |
| State/Country: | ALABAMA | | |
| Postal Code: | 35630 | | |
| Entity Type: | Corporation: ALABAMA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5403441 | PHILADELPHIA FREEDOM | |
| 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: | 3144801500 | | |
| Email: | jenny.birmingham@huschblackwell.com | | |
| Correspondent Name: | Alan S. Nemes | | |
| Address Line 1: | Husch Blackwell LLP | | |
| Address Line 2: | 190 Carondelet Plaza, Suite 600 | | |
| Address Line 4: | St. Louis, MISSOURI 63105 | | |
| ATTORNEY DOCKET NUMBER: | 712932 | | |
| NAME OF SUBMITTER: | Alan S. Nemes | | |
| SIGNATURE: | /Alan S. Nemes/ | | |
| DATE SIGNED: | 07/25/2018 | | |
| Total Attachments: 1 | | | |
| source=PhiladelphiaFreedom#page1.tif | | | |

CH \$40.00 5403441

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is effective as of the 11th day of June, 2018 (the "Effective Date") and is made by and between American Promotional Events, Inc., an Alabama corporation (the "Assignee") and Phantom I.P., LLC, a Delaware limited liability company (the "Assignor"). The Assignee and the Assignor may, hereinafter, be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Assignor owns the entire right, title and interest in and to the mark PHILADELPHIA FREEDOM (Registration No. 5403441) in connection with fireworks and related goods and services, as well as the goodwill of the business associated thereto and therewith (collectively the "Mark");

WHEREAS, the Assignee desires to acquire the entire worldwide right, title and interest in and to the Mark, along with the goodwill of the business associated in connection with which the Mark is used; and

WHEREAS, the Assignor has agreed to assign and transfer its entire worldwide right, title and interest in and to the Mark, along with the goodwill of the business associated in connection with which the Mark is used, to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers its entire worldwide right, title and interest in and to the Mark, along with the goodwill of the business associated thereto and therewith, including all applications and registrations related thereto, as well as the extensions and renewals thereof, to the Assignee, its successors or assigns, for the Assignee's own use and enjoyment and the use and enjoyment of the Assignee's successors or assigns.

This Assignment shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This Assignment may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one (1) and the same instrument.

ASSIGNOR:

Signature:

William A. Weimer

Printed Name:

William A. Weimer

Title:

Vice President

Date:

9 July 2018

Phantom I.P., LLC

ASSIGNEE:

Signature:

Donald R. Dunn

Printed Name:

Donald R. Dunn

Title:

Vice President

Date:

7/19/2018

American Promotional Events, Inc.

TRADEMARK