

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/16/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANDYLAB TOYS GROUP LLC	FORMERLY CANDYLAB TOYS LLC	01/03/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CANDYLAB TOYS, INC.		
Street Address:	179 Christopher Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5025365	CANDYLAB TOYS	
CORRESPONDENCE DATA			
Fax Number:	2159970266		
<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:	2159970248		
Email:	dryder@ryderlu.com		
Correspondent Name:	Douglas J. Ryder		
Address Line 1:	808 Bethlehem Pike		
Address Line 2:	Suite 200		
Address Line 4:	Colmar, PENNSYLVANIA 18915		
ATTORNEY DOCKET NUMBER:	CLT-001-TM		
NAME OF SUBMITTER:	Douglas J. Ryder		
SIGNATURE:	/DouglasJRyder/		
DATE SIGNED:	01/04/2019		
Total Attachments: 2			
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OP \$40.00 5025365

NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made effective as of the date signed below ("Effective Date"), by and between Candylab Toys Group LLC, formerly Candylab Toys LLC, a New York limited liability company with an address of 499 11th Street, Brooklyn, NY 11215 ("Assignor"), and Candylab Toys, Inc., a New York corporation with an address of 179 Christopher Street, New York, NY 10014 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of certain designs, trademarks, and intellectual property rights associated with or related to construction toys, model toy vehicles, non-electronic toy vehicles, non-riding transportation toys, play houses and toy accessories therefor, toy airplanes, toy boats, toy building blocks, toy building blocks capable of interconnection, toy building structures and toy vehicle tracks, and toy cars ("Goods"), including the trademark CANDYLAB TOYS, which is registered in the United States Patent and Trademark Office, Registration No. 5,025,365, in connection with the Goods ("Mark"), and of all common law rights and goodwill therein;

WHEREAS, Assignee is desirous of acquiring all rights in the designs, trademarks, and intellectual property owned by Assignor, including Registration No. 5,025,365, together with the goodwill of the business symbolized thereby;

NOW THEREFORE, in exchange for one dollar (\$1.00), issuance of fifty (50) shares of no par value, common stock in Assignee to Vlad Dragusin, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns, *nunc pro tunc*, effective April 16, 2017 to Assignee, and Assignee hereby accepts, all of the right, title, and interest in, to, and under the following:

(a) The Mark, together with the goodwill of the business connected with the use thereof and symbolized thereby, including all associated trademark rights and common law rights, and all issuances, extensions, and renewals thereof;

(b) Any works of authorship and/or copyrights, including applications and registrations for such works of authorship and copyrights, and all issuances, extensions, and renewals thereof;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or 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

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not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

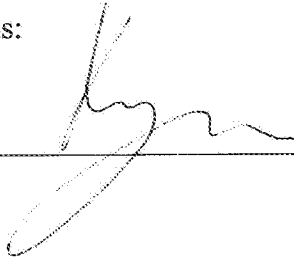
Assignor authorizes the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials in the United States and in relevant jurisdictions outside the United States to record and register this Assignment upon request by Assignee.

Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to vest full right, title, and interest in and to the assigned intellectual property in Assignee, or any assignee or successor thereto, and to effectuate the objectives of this Assignment.

Assignor warrants that the rights and property herein conveyed are free and clear of any encumbrance.

EXECUTED under seal on this ____ day of December, 2018.

Witness:



CANDYLAB TOYS GROUP LLC

By: 
Vlad Dragusin, Manager Member


State of New York

ss.

County of New York

On this 3rd day of ~~December~~ January, ~~2018~~ 2019 before me personally appeared Vlad Dragusin, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that he executed the same knowingly and willingly and for the purposes therein contained.

Witness my hand and Notarial seal the day and year immediately above written.



Notary Public

My Commission Expires:

XIAO YAN LIU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LI6354788
Qualified in Kings County
My Commission Expires 02-21-2021