

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518197

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's name in the Assignment to Larsen & Bowman Holdings Ltd. (i.e., correct "and" to "&") previously recorded on Reel 005176 Frame 0745. Assignor(s) hereby confirms the Intellectual Property Assignment Agreement.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RB TRADEMARK HOLDCO, LLC		12/03/2013	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Larsen & Bowman Holdings Ltd.		
Street Address:	#210 - 445 Mountain Highway		
Internal Address:	North Vancouver		
City:	BC		
State/Country:	CANADA		
Postal Code:	V7J2L1		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5296593	EVERYONE LOVES TO GET APPLAUSE	
Registration Number:	4056172	RUSS BUDDIES	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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:	202.942.5000		
Email:	tiffany.ikeda@arnoldporter.com, elisabeth.richards@arnoldporter.com		
Correspondent Name:	Tiffany M. Ikeda		
Address Line 1:	601 Massachusetts Ave., NW		
Address Line 2:	IP DOCKETING		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	0025851.00001		
DOMESTIC REPRESENTATIVE			
Name:	Tiffany M. Ikeda		
Address Line 1:	601 Massachusetts Ave., NW		

OP \$65.00 5296593

Address Line 2:	IP DOCKETING
Address Line 4:	Washington, D.C. 20001
NAME OF SUBMITTER:	Tiffany M. Ikeda
SIGNATURE:	/Tiffany M. Ikeda/
DATE SIGNED:	04/09/2019
Total Attachments: 9 source=SKM_4750190402123500#page1.tif source=SKM_4750190402123500#page2.tif source=SKM_4750190402123500#page3.tif source=SKM_4750190402123500#page4.tif source=SKM_4750190402123500#page5.tif source=SKM_4750190402123500#page6.tif source=SKM_4750190402123500#page7.tif source=SKM_4750190402123500#page8.tif source=SKM_4750190402123500#page9.tif	

**Typographical Error in Recorded Assignment Document
Pursuant to 37 § C.F.R. 3.34**

I, STACY LARSEN, declare as follows:

1. I am the President of Larsen & Bowman Holdings Ltd., a limited corporation organized and existing under the laws of British Columbia, Canada, located at #210 - 445 Mountain Highway, North Vancouver, BC V7J2L1 ("Assignee"). I am authorized on behalf of Assignee to make this Declaration, and I confirm that the facts in this Declaration are made with my own knowledge or have been provided from the Assignee's records, and I believe these facts to be true.

2. On December 3, 2013, RB Trademark Holdco LLC (the "Assignor") executed an assignment document (the "Assignment Document") assigning the rights in the trademarks EVERYONE LOVES TO GET APPLAUSE and RUSS BUDDIES (the "Marks"), including U.S. Registration Nos. 5296593 and 4056172 (as set forth in Exhibit A), to Assignee. The Assignment Document was filed with the United States Patent and Trademark Office Assignment Division on December 5, 2013 at Reel/Frame 5176/0745 (Exhibit B).

3. It has recently come to my attention that there was a typographical error in the original Assignment Document, because the Assignee was misidentified as Larsen and Bowman Holdings, Ltd. when the correct name of the assignee entity is Larsen & Bowman Holdings Ltd. (including an ampersand "&" rather than the word "and"). This was an inadvertent error.

4. The Assignor is a company that is no longer in existence, and so it is not possible for the parties to execute a new assignment agreement.

5. On behalf of Assignee, I wish to correct the error in the name of the Assignee as it has been recorded at the USPTO. Accordingly, I confirm that the Assignment Document assigned all right, title, and interest in and to the Marks from the Assignor to Larsen & Bowman Holdings Ltd., and request that the recorded owner of U.S. Registration Nos. 5296593 and 4056172 be updated accordingly.

6. I hereby confirm that for good and valuable consideration, the Assignor has assigned and transferred to Assignee the entire right, title and interest, both statutory and at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks, in the United States of America, its territories and possessions, and throughout the world, including but not limited to, Registrations Nos. 5296593 and 4056172, together with all causes of action for previously occurring infringements of the rights being assigned, and the right to receive and retain proceeds relating to those infringements.

I declare under penalty of perjury that the foregoing information is true and correct.

Signature Section:

Date Signed: April 2 2019

Signature: 
Signatory's Name: Stacy Larsen

Signatory's Position: President, Larsen & Bowman Holdings Ltd.

Exhibit A

U.S. Trademarks

MARK	COUNTRY	REGISTRATION NO.
EVERYONE LOVES TO GET APPLAUSE	USA	Reg. No. 5296593
RUSS BUDDIES	USA	Reg. No. 4056172

EXHIBIT B

900273829 12/05/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RE Trademark Holdco, LLC		12/03/2013	LIMITED LIABILITY COMPANY, DELAWARE
RECEIVING PARTY DATA			
Name:	Larsen and Bowman Holdings Ltd.		
Street Address:	650 Clyde Avenue		
Internal Address:	Unit 17		
City:	West Vancouver, BC		
State/Country:	CANADA <i>Postal Code V7T 1E2</i>		
Entity Type:	Limited Corporation: CANADA <i>British Columbia</i>		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4056172	RUSS BUDDIES	
Serial Number:	85973837	EVERYONE LOVES TO GET APPLAUSE	
Serial Number:	85854942	RUSS BERRIE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first, if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarkdocketing@reporter.com, tiffany.ikeda@reporter.com, roberta.horton@reporter.com		
Correspondent Name:	Tiffany M. Ikeda		
Address Line 1:	565 Twelfth Street, NW		
Address Line 2:	IP DOCKETING		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	25851 003		
DOMESTIC REPRESENTATIVE			

4056172 00055 12

900273829

TRADEMARK
 REEL: 005176 FRAME: 0745

Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Tiffany M. Ikeda
Signature	/Tiffany M. Ikeda
Date	12/05/2013
Total Attachments: 5 source=Assignment from RB Trademark Holdco to Larsen and Bowman Holdings#page1.tif source=Assignment from RB Trademark Holdco to Larsen and Bowman Holdings#page2.tif source=Assignment from RB Trademark Holdco to Larsen and Bowman Holdings#page3.tif source=Assignment from RB Trademark Holdco to Larsen and Bowman Holdings#page4.tif source=Assignment from RB Trademark Holdco to Larsen and Bowman Holdings#page5.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Trademark Assignment") dated as of June 30, 2013, is made by RB Trademark Holdco, LLC ("Assignor"), a Delaware limited liability company, located at One Meadowlands Plaza, 8th Floor, East Rutherford, New Jersey 07073, in favor of Larsen and Bowman Holdings Ltd. ("Assignee"), a limited corporation organized under the laws of British Columbia, located at Unit 17 - 650 Clyde Avenue, West Vancouver, British Columbia, Canada V7T 1E2. SL

FOR VALUE RECEIVED and pursuant to the Acquisition Agreement between Assignor and Assignee dated June 30, 2013 ("Acquisition Agreement"), Assignor has agreed to sell to Assignee all of its right, title and interest in and to certain intellectual property assets of Assignor (the "Trademarks"), along with the accompanying goodwill (and with respect to the intent-to-use applications for "Everyone Loves to Get Applause," Serial No. 85/9737837, and "Russ Berrie," Serial No. 85/854948, listed on Exhibit A, that portion of the ongoing business to which the trademarks pertain), and has agreed to execute this Trademark Assignment to manifest the transfer of these assets and accompanying goodwill.

The parties, intending to be legally bound hereby, agree as follows:

1. Assignment.

Assignor hereby irrevocably sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the U.S. trademarks listed in Exhibit A ("Exhibit A Trademarks"), together with the goodwill of the business symbolized by and associated with the Exhibit A Trademarks, and the applications and/or registrations thereof, and with respect to the intent-to-use applications for "Everyone Loves to Get Applause," Serial No. 85/9737837, and "Russ Berrie," Serial No. 85/854948, listed on Exhibit A, that portion of the ongoing business to which the trademarks pertain.

Assignor hereby irrevocably sells, transfers, conveys and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the international trademarks listed in Exhibit B ("Exhibit B Trademarks"), together with the goodwill of the business symbolized by and associated with the Exhibit B Trademarks, and the applications and/or registrations thereof. Notwithstanding anything to the contrary in the Acquisition Agreement, if any, Assignor makes no representation or warranty regarding any interests, leases, mortgages, liens, claims (as defined in section 101(5) of the United States Bankruptcy Code), taxes, judgments, encumbrances, and charges of any kind or nature with regard to the Exhibit B Trademarks.

2. Terms of the Acquisition Agreement. Except for and subject in all cases to the last sentence of paragraph 1 above, this Trademark Assignment is subject to the Acquisition Agreement, the terms and conditions of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof (other than the last sentence of paragraph 1 above), the terms of the Acquisition Agreement shall govern.

3. Authority. The undersigned representative for Assignor warrants to Assignee that [s]he is legally authorized to execute and deliver this Trademark Assignment.

4. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental offices worldwide to record this Trademark Assignment upon request by Assignee. Assignor shall, following the date hereof, execute such documents as Assignee may reasonably request, to evidence or effect the assignment of the Exhibit A Trademarks and/or Exhibit B Trademarks to Assignee, provided that Assignor shall not be obligated to execute any documents that could subject it to any cost, obligation or liability.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, and both of which together will constitute one and the same instrument. Electronic or facsimile signatures shall be as effective as original signatures.

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

7. Governing Law. This Trademark 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 Trademark 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 New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives:

Date: 12/3/13

RB TRADEMARK HOLDCO, LLC

By [Signature]
Title Dee Swan Friedman
vice President and Secretary

Date: _____

[Signature]
LARSEN AND BOWMAN
HOLDINGS, LTD.

SL

By _____
Title _____

3. Authority. The undersigned representative for Assignor warrants to Assignee that [s]he is legally authorized to execute and deliver this Trademark Assignment.

4. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental offices worldwide to record this Trademark Assignment upon request by Assignee. Assignor shall, following the date hereof, execute such documents as Assignee may reasonably request, to evidence or effect the assignment of the Exhibit A Trademarks and/or Exhibit B Trademarks to Assignee, provided that Assignor shall not be obligated to execute any documents that could subject it to any cost, obligation or liability.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, and both of which together will constitute one and the same instrument. Electronic or facsimile signatures shall be as effective as original signatures.

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

7. Governing Law. This Trademark 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 Trademark 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 New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives:

Date: _____

RB TRADEMARK HOLDCO, LLC

By _____
Title _____

Date: Dec. 2, 2013

LARSEN AND BOWMAN
HOLDINGS, LTD.

By [Signature] STACY LARSEN
Title President

SL

Exhibit A -- U.S. Trademarks

MARK	COUNTRY	REG. NO./SERIAL NO.
RUSS BUDDIES	USA	Reg. No. 4,056,172
EVERYONE LOVES TO GET APPLAUSE	USA	Serial No. 85/973837
RUSS BERRIE	USA	Serial No. 85/854948

TRADEMARK
REEL: 005176 FRAME: 0750

TRADEMARK
REEL: 006613 FRAME: 0429

Exhibit B – International Trademarks

MARK	COUNTRY	REG. NO/SERIAL NO.
EVERYONE LOVES TO GET APPLAUSE & Design	Panama	Reg No. 121914
RUSS	Germany	Reg. No. 1080051
THE HEDGEHOGS OF LEAFY LANE BY RUSS & Design	United Kingdom	Reg. No. 2034089
MAKE SOMEONE HAPPY	Canada	Reg No TMA 592292
RUSS & Design	Italy	Reg. No. 1093598
RUSS & Design	Germany	Reg. No. 1083689
RUSS & Design	South Korea	Reg. No. 4100362080000
RUSS & Design	Benelux	Reg. No. 383060
RUSS & Design	Ecuador	Reg. No. 6983-11
RUSS & Design	Ecuador	Reg. No. 7003-11
RUSS & Design	Ecuador	Reg. No. 7148-11
RUSS & Design	Costa Rica	App. No. 119652
RUSS & Design	Argentina	Reg. No. 2550414
RUSS & Design	Argentina	Reg. No. 2386513
RUSS & Design	Argentina	Reg. No. 2379969
RUSS & Design	El Salvador	App. No. 39000172

RECORDED: 12/05/2013

TRADEMARK
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