

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gym-Mark, Inc.		04/04/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TCP Brands, LLC		
Street Address:	500 Plaza Drive		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3445837	BABY 8	
Registration Number:	3850348	CRAZY 8	
Registration Number:	3445768	CRAZY 8	
Registration Number:	3485537	CRAZY 8	
Registration Number:	3499614	GYM TV	
Registration Number:	5285938	GYMBOREE	
Registration Number:	3733995	GYMBOREE	
Registration Number:	3355511	GYMBOREE	
Registration Number:	2728955	GYMBOREE	
Registration Number:	2423981	GYMBOREE	
Registration Number:	1861860	GYMBOREE	
Registration Number:	1698109	GYMBOREE	
Registration Number:	1436305	GYMBOREE	
Registration Number:	1181447	GYMBOREE	
Registration Number:	2877717	GYMUCKS	
Registration Number:	5186366	GYMGO	
Registration Number:	5186365	GYMGO	
Registration Number:	5231433	GYMGO	
Registration Number:	5231434	GYMGO	

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Property Type	Number	Word Mark
Registration Number:	3356005	GYMMIES
Registration Number:	4817478	HOP 'N' ROLL
Registration Number:	3171603	JINGLE DEALS
Registration Number:	4703755	KIDS + LIFE = CRAZY 8 DAYS A WEEK
Registration Number:	4682560	OFFICIAL SPONSOR OF CHILDHOOD
Registration Number:	5096687	ONE BIG HAPPY
Registration Number:	4672480	THE BEST TIME TO BE A KID
Registration Number:	5186367	
Registration Number:	5314912	

CORRESPONDENCE DATA

Fax Number: 2128135901

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: 212-813-5900

Email: assignments@fzlj.com

Correspondent Name: ALLISON STRICKLAND RICKETTS

Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.

Address Line 2: 4 Times Square, 17th Floor

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	TCPB 1903676
NAME OF SUBMITTER:	Anca Nicolescu
SIGNATURE:	/anca nicolescu/
DATE SIGNED:	04/24/2019

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this 4th day of April, 2019, by and between Gym-Mark, Inc., a California corporation ("Assignor"), and TCP Brands, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 1, 2019 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademark registrations and trademark applications listed on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the terms and conditions set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys and transfers to Assignee all of its respective right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.
2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademarks are more fully set forth in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.
3. Further Assurances. Each party hereto agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be

necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to conflict of law principles thereof that would cause the application of laws of any jurisdiction other than those of the State of New York.
6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each party hereto shall have received a counterpart signed by the other parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEE:

TCP BRANDS, LLC

By: Michael Scarpa
Name: Michael Scarpa
Title: Chief Operating Officer and Chief Financial
Officer

[US Trademark Assignment Agreement]

ASSIGNORS:

GYM-MARK, INC.

By: 
Name: Jon W. Kimmins
Title: Chief Financial Officer

[Signature Page to U.S. Trademark Assignment]



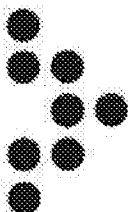
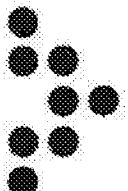
SCHEDULE A
ASSIGNED TRADEMARKS

Trademark	Jurisdiction	Application Date & Number	Registration Date & Number
BABY 8	United States	30-NOV-2006 77053989	10-JUN-2008 3445837
CRAZY 8	United States	26-OCT-2006 77030278	21-SEP-2010 3850348
CRAZY 8	United States	26-OCT-2006 77030291	10-JUN-2008 3445768
CRAZY 8	United States	26-OCT-2006 77030303	12-AUG-2008 3485537
GYM TV	United States	01-FEB-2007 77097165	09-SEP-2008 3499814
GYMBOREE	United States	24-FEB-2017 87349134	12-SEP-2017 5285938
GYMBOREE	United States	03-JUN-2009 77751130	05-JAN-2010 3733995
GYMBOREE	United States	29-MAR-2007 77143984	18-DEC-2007 3355511
GYMBOREE	United States	24-JUL-2002 76435091	24-JUN-2003 2728955
GYMBOREE	United States	19-FEB-1999 75643614	23-JAN-2001 2423981
GYMBOREE	United States	04-JAN-1993 74345068	08-NOV-1994 1861860
GYMBOREE	United States	26-APR-1991 74161149	30-JUN-1992 1698109
GYMBOREE	United States	21-JUL-1986 73610611	14-APR-1987 1436305
GYMBOREE	United States	19-NOV-1979 73239694	08-DEC-1981 1181447
GYMUCKS	United States	29-SEP-2003 78306647	24-AUG-2004 2877717

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TRADEMARK
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Trademark	Jurisdiction	Application Date & Number	Registration Date & Number
	United States	15-SEP-2016 87173022	18-APR-2017 5186366
GYMGO	United States	15-SEP-2016 87173020	18-APR-2017 5186365
GYMGO	United States	15-SEP-2016 87173021	27-JUN-2017 5231433
	United States	15-SEP-2016 87173024	27-JUN-2017 5231434
GYMMIES	United States	17-MAY-2007 77184105	18-DEC-2007 3356005
HOP N' ROLL	United States	12-FEB-2015 86533801	22-SEP-2015 4817478
JINGLE DEALS	United States	02-FEB-2006 78805433	14-NOV-2006 3171603
KIDS + LIFE = CRAZY 8 DAYS A WEEK	United States	07-AUG-2014 86360721	17-MAR-2015 4703755
OFFICIAL SPONSOR OF CHILDHOOD	United States	14-MAY-2013 85931806	03-FEB-2015 4682560
ONE BIG HAPPY	United States	27-AUG-2015 86739680	06-DEC-2016 5098687
THE BEST TIME TO BE A KID	United States	06-JUN-2013 85952606	13-JAN-2015 4672480
	United States	15-SEP-2016 87173026	18-APR-2017 5186367
	United States	15-SEP-2016 87173027	24-OCT-2017 5314912

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