

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524496

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Martin Abrams		05/21/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mego Corporation		
<b>Street Address:</b>	1 Linden Place		
<b>Internal Address:</b>	Suite 302		
<b>City:</b>	Great Neck		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11021		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86746670	MC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9142714712		
<b>Email:</b>	parkerptlaw@gmail.com		
<b>Correspondent Name:</b>	lainie e. parker		
<b>Address Line 1:</b>	26 Woodybrook Lane		
<b>Address Line 4:</b>	Croton-on-Hudson, NEW YORK 10520		
<b>ATTORNEY DOCKET NUMBER:</b>	Stylized MC		
<b>NAME OF SUBMITTER:</b>	Lainie E. Parker		
<b>SIGNATURE:</b>	/Lainie E. Parker/		
<b>DATE SIGNED:</b>	05/21/2019		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), with an effective date of 5/21/19, 2019 ("Effective Date"), is made and entered into by and between Martin Abrams, an individual, located at 16 Sunset Road, Kings Point, NY 11024 (herein the "Assignor") and Mego Corporation, located at 1 Linden Place, Suite 302, Great Neck, N.Y. 11021, (herein the "Assignee"), in connection with the trademarks Stylized MC (see Exhibit A for a depiction of the stylized MC mark) and MARTY ABRAMS PRESENTS MEGO (standard characters and stylized version) (see Exhibit B for a depiction of the stylized version of the MARTY ABRAMS PRESENTS MEGO mark) (collectively herein the "Mego Marks"), and the trademark applications identified below.

**WHEREAS**, Assignee is a successor to at least the portion of Assignor's business to which these Mego Marks pertain, and Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mego Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mego Marks to Assignee, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby forever and irrevocably grants, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mego Marks, together with the goodwill of the business symbolized by the Mego Marks, at least the portion of Assignor's business to which these Mego Marks pertain, and the following US Trademark Applications:

1. U.S. Intent-To-Use Trademark Application No. 87503968, filed June 24, 2017, for MARTY ABRAMS PRESENTS MEGO (standard word format), for which a Statement of Use was filed on April 17, 2019; and
2. U.S. Intent-To-Use Trademark Application No. 86746670, filed September 3, 2015, for Stylized MC, for which a Statement of Use was filed on April 24, 2019 (the "Assignment").

Notwithstanding anything herein to the contrary, Assignee may, in its sole and absolute discretion, defend, settle, adjust or comprise any past, present, and future claims, causes of action, suits or judgments asserted against any of the Mego Marks or in the enforcement of any of the Mego Marks. Assignor hereby irrevocably waives any claim and all right, title, and interest in and to any damages, settlements, awards, benefits, reimbursements or

other compensation (collectively, "Awards") received by Assignee as a result of any claims, causes of actions, suits or judgments or otherwise in pursuit of the enforcement of any of the Mego Marks or associated with any of the Mego Marks, which are hereby expressly the sole and exclusive property of Assignee.

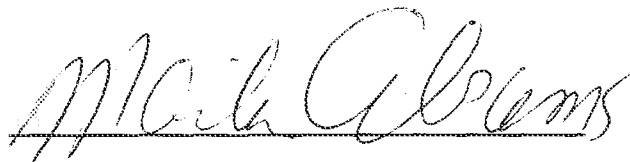
2. Assignor hereby represents and warrants that:
  - a. no assignment, grant, mortgage, license or other agreement contradicts the rights and property herein conveyed has been or will be made to others by Assignor; and
  - b. Assignor possesses the good and full right and lawful authority to convey and assign all of Assignor's rights in and to the Mego Marks as described herein.
  
3. Assignor hereby authorizes and requests the issuing authority, including without limitation the United States Patent and Trademark Office ("USPTO"), the Commissioner of Trademarks of the USPTO, and any official of any country empowered to issue trademark registrations, to record this Agreement and the Assignments described herein, and to issue and/or transfer all of the Mego Marks to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Agreement.

4. Assignor hereby agrees and undertakes, when reasonably requested, without demanding any further consideration, at the request and at the expense of Assignee, to do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, maintaining, extending, the Mego Marks, including, but not limited to, any applications or registrations, and for maintaining and perfecting Assignee's right to the Mego Marks, including, but not limited to, applications, registrations and any and all intellectual property rights in them.
  
5. Assignor agrees and undertakes, when reasonably requested, without demanding any further consideration, at the request and at the expense of Assignee, to carry out in good faith the intent and purpose of this Agreement, to generally do everything possible which Assignee shall consider desirable for vesting title to the Mego Marks in Assignee, and for securing, maintaining and enforcing proper intellectual property protection for the Mego Marks.
  
6. This Agreement shall be binding on the heirs, assigns, representatives and successors of Assignor, and shall extend to the successors, assigns, and nominees of Assignee.
  
7. This Agreement may be executed in counterpart originals, all of which together shall constitute a single agreement. In proving this Agreement, it

will not be necessary to produce or account for more than one counterpart signed by both parties. A facsimile and/or electronic signature will be deemed an original signature for the purposes of execution of this Agreement and shall bind the party providing such facsimile and/or electronic signature. Delivery of the Agreement by facsimile, email or other digital technology (e.g., PDF) that is customarily utilized shall be deemed valid and binding.

**IN WITNESS WHEREOF**, the parties, having read this Agreement, indicate their consent to the terms and conditions by their signature below.

**ASSIGNOR:**



Name: Martin Abrams

Title: Assignor/Applicant/Individual

**ASSIGNEE:**

Mego Corporation

By: 

Name: Bruce Katz

Title: President





Exhibit A

Stylized MC:

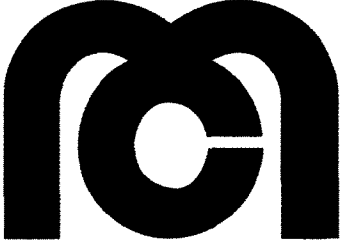


Exhibit B:

Stylized Marty Abrams Presents Mego (only the "Marty Abrams" portion is in a stylized fashion, the remaining "Presents Mego" portion is in standard characters):

*Marty Abrams* Presents Mego™