

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAIL C. GYGAX REVOCABLE TRUST		07/26/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Tom DeSanto		
Street Address:	5656 Hill Oak Drive		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90068		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87363146	GYGAX	
Serial Number:	85866568	GYGAX	
Serial Number:	85866566	GYGAX	
Serial Number:	86037781	GYGAX	
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:	3108939326		
Email:	MHALLORAN@HALLORANLAW.NET		
Correspondent Name:	Mark E Halloran		
Address Line 1:	114 North Almont Drive		
Address Line 2:	Unit 3		
Address Line 4:	Beverly Hills, CALIFORNIA 90211		
NAME OF SUBMITTER:	Mark Halloran		
SIGNATURE:	/Mark Halloran/		
DATE SIGNED:	11/06/2019		
Total Attachments: 3			
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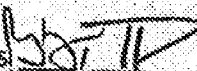
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TERM SHEET

1. The deal shall be between Gail Gygax and Tom DeSanto for Tom to take responsibility for and the development and exploitation of rights for the Gary Gygax estate intellectual property ("Estate IP"). Gail shall still have ownership of the estate and industry standard approval and consultation rights, and Gail shall exercise such approval and consultation rights in good faith and no so as to frustrate the exploitation of the Estate IP. Approval rights are personal to Gail and can only be exercised by Gail. The parties will negotiate a customary period by which Gail must exercise her approvals.
2. Tom shall pay for maintaining all trademarks and copyrights (and Gail will promptly provide a list). These expenses, plus any other expenses reasonably incurred by Tom related to the Estate IP will be recouped by Tom from the first monies coming in from any exploitation of trademarks and copyrights (merchandising/licensing etc.). After payment of any third party fees and expenses related to such exploitation (e.g., agents, attorneys), and recoupment of expenses, then any remaining profits will be split equally between Gail Gygax and Tom DeSanto.
3. The term of this agreement ("Term") shall run five years. At the end of a three-year period the parties will evaluate the progress toward production on filmed entertainment of the Estate IP (script, photography, etc.) and discuss if any changes should be made, and if there has been no progress toward production of a theatrical film and/or television production (e.g., no script has been written, no agreement for financing, etc.) then Gail shall have the right exercisable within thirty days of such three year period to terminate the Term by written notice to Tom. DeSanto shall pay for or obtain funding for all development costs.
4. Gail Gygax shall have consultant rights on all projects and get an "Executive Producer" credit for TV projects and the parties will use good efforts to secure a "Producer" credit for theatrical movies but in any event not less than "Executive Producer" credit (all consistent with industry custom), details to be worked out but substantially equal to other similar credits. Any salary and perks that come along with such credit-- including set visit and premiere with first class travel for her and a guest, first class hotel etc.--will be negotiated in good faith in accordance with industry standard practices.
5. DeSanto will pay for a third party valuation of the Gygax estate at the time of this agreement and DeSanto will work to grow valuation of the estate, through both time and money. At the end of the five-year Term, or at the end of any extension thereof, DeSanto will have the Gygax estate valued at that time. In addition to any monies made on a project-by-project basis, if the estate or any part thereof is sold, DeSanto and Gygax will split the increase in the value of the estate under DeSanto's involvement on a 50-50 basis (and if less than the full estate is sold then the valuation shall be prorated).
6. If at any time during the Term Gail (or her beneficiaries) elects to sell all or part of the Gygax estate as to Estate IP, DeSanto will have the exclusive right of "first negotiation/first refusal" for a period of sixty days to



- purchase the Gygax estate Estate IP (or such part thereof that is offered for sale) at "fair market value" (as determined by a third party with expertise in evaluating similar estates). If DeSanto does not elect to exercise the right to purchase, and Gail (or her beneficiaries) elect to sell to a third party a price lower than what was last offered by Gail to DeSanto, then DeSanto will have a "matching right" for a period of thirty days to purchase the Gygax estate Estate IP at the price offered to such third party.
7. DeSanto through his own time and expense will catalog all of the Gygax estate Estate IP and consult with Gail Gygax on prioritizing projects for film, television, etc.
 8. Gail Gygax shall provide chain of title etc. for proof of ownership of material.
 9. Gail Gygax will provide all Copyright and Trademarks that need to be maintained. DeSanto as outlined above pay costs associated with maintaining and enforcement. DeSanto will also consult with Gail Gygax on any new trademarks or copyrights DeSanto adds to the estate.
 10. Gail Gygax and Tom DeSanto shall negotiate in good faith a longer form agreement, which will be along customary industry standards and be under the laws of the State of California.
 11. Gail Gygax and Tom DeSanto shall have approval rights over the press release announcing this deal and partnership.
 12. DeSanto is prohibited from working with Cary Gygax's children without permission by Gail Gygax.
 13. Gygax Memorial Fund to maintain limited use of name and license for fundraising.
 14. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and cannot be modified or amended except in writing signed by the party to be charged. Each party agrees that in entering into this Agreement, they have not relied upon any promise or representation (written or oral) not contained in this Agreement. This Agreement shall be binding upon and inure to the benefit of each party's respective licensees, successors and assigns. In the event any provision of this Agreement is held to be invalid or in violation of any law, statute, regulation, court order or collective bargaining agreement, this Agreement shall be deemed modified to the minimum extent required in order to comply therewith and shall otherwise continue in full force and effect. This Agreement will be interpreted in accordance with California Law (without reference to choice of laws). Paragraph headings and word highlighting if any are for convenience only and shall have no substantive effect on this Agreement. This Agreement may be executed in one or more separate counterparts, each of which, when executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same agreement. A photocopy of a signature or a facsimile or digital copy of a signature shall be treated as an original.

AGREED TO AND ACCEPTED:

Thomas J. DeSanto
Tom DeSanto

Date: 7-26-16

Gail Gyax
Gail Gyax
On behalf of herself and as executor
of the Estate of Gary Gyax and trust(s)
related thereto

Date: 7-26-16

1479-03

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Initials TSJ/GG