

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RG2 LLC		08/31/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	8157987 Canada Inc.		
Street Address:	850 McCaffrey Street		
City:	Ville St. Laurent, Quebec		
State/Country:	CANADA		
Postal Code:	H4T1N1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78934154	PSYCHO BUNNY	
Serial Number:	78931437		
Serial Number:	86088367	PSYCHO BUNNY	
Serial Number:	86088416		
Serial Number:	86978719		
Serial Number:	86978746	PSYCHO BUNNY	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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:	212-589-4200		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Oren J. Warshavsky		
Address Line 1:	45 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10111-0100		
ATTORNEY DOCKET NUMBER:	095362.000002		
NAME OF SUBMITTER:	Oren J. Warshavsky		
SIGNATURE:	/Oren J. Warshavsky/		
DATE SIGNED:	02/12/2020		

CH \$165.00 78934154

Total Attachments: 6

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This Trademark Assignment and Co-Ownership Agreement ("Trademark Assignment") dated as of August 31, 2016, is made by RG2 LLC, a New York Limited Liability Company with an address at 483 Tenth Ave., Suite 220, New York, NY, 10018 ("RG2") and 8157987 Canada Inc., a Canadian corporation with an address at 850 McCaffrey St., Ville St. Laurent, QC, H4T 1N1 ("8157"), the purchaser and co-owner of certain assets of RG2 pursuant to a CO-OWNERSHIP AGREEMENT between RG2 and 8157, dated as of August 31, 2016 (the "Co-Ownership Agreement").

WHEREAS, under the terms of the Co-Ownership Agreement, RG2 has conveyed, transferred, and assigned to 8157, among other assets, co-ownership of certain intellectual property of RG2, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RG2 hereby irrevocably conveys, transfers, and assigns to 8157, fifty percent (50%) of RG2's right, title, and interest in and to the trademarks (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - a. the U.S. trademark registrations and trademark applications set forth on Exhibit 1 hereto and all issuances, extensions, and renewals thereof;
 - b. the foreign trademark registrations and trademark applications set forth on Exhibit 2, hereto, and all issuances, extensions, and renewals thereof;
 - c. all rights of any kind whatsoever of RG2 accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - d. the right to participate with RG2 in connection with any and all claims and causes of action with respect to any of the foregoing, accruing on 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** RG2 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by 8157. Following the date hereof, RG2 shall take such steps and actions, and provide such cooperation and

assistance to 8157, as may be necessary to effect, evidence, or perfect the assignment of 50% of the Assigned Trademarks to 8157.

3. **Terms of the Co-Ownership Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Co-Ownership Agreement, to which reference is made for a further statement of the rights and obligations of RG2 and 8157 with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Co-Ownership Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Co-Ownership Agreement and the terms hereof, the terms of the Co-Ownership Agreement shall govern.
4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. **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.
6. **Governing Law.** This Trademark Assignment and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. Subject to compliance with the mediation provision contained herein, the undersigned hereby irrevocably submit to the jurisdiction and venue of any New York State or Federal Court located in the State of New York, County of New York over any action or proceeding arising out of any dispute between the undersigned, with respect to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, RG2 has duly executed and delivered this Trademark Assignment as of the date first written above.

RG2, LLC

By: *[Signature]*

Name: *Robert S. Gougeon*

Title: *CO-OWNER*

8157987 Canada Inc

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, RG2 has duly executed and delivered this Trademark Assignment as of the date first written above.

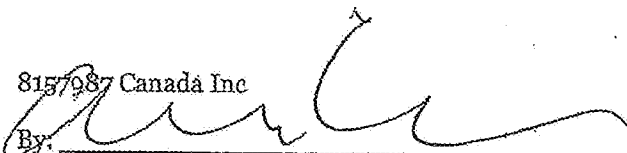
RG2, LLC

By: _____

Name: _____

Title: _____

8157987 Canada Inc

By: 

Name: ALEN BRANDMAN

Title: PRESIDENT

EXHIBIT 1

ASSIGNED U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Intn'l Cl.</i>
78934154	07/20/2006	3750802	02/16/2010	25
78931437	07/17/2006	3790282	05/18/2010	25
86088367	10/10/2013			9, 4, 13
86088416	10/10/2013			9,4,13
86978719	10/10/2013	4970637	07/01/2014	14, 16, 18
86978746	10/10/2013	4970641	07/08/2014	14, 16, 18

EXHIBIT 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

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