

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBG FM, LLC		07/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Franklin Mint Online, LLC		
Street Address:	1680 Michigan Avenue, Suite 700		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4585798	MINT THE MOMENT	
Registration Number:	5296621	THE FRANKLIN MINT	
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:	213-620-1780		
Email:	laipdocketing@sheppardmullin.com		
Correspondent Name:	Sheppard Mullin Richter & Hampton LLP		
Address Line 1:	333 South Hope Street		
Address Line 2:	43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Scott R. Miller		
SIGNATURE:	/Scott R. Miller/		
DATE SIGNED:	08/11/2020		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of July 2, 2020 (the "Effective Date") by and among SBG FM, LLC, a limited liability corporation formed under the laws of Delaware ("Assignor") and Franklin Mint Online, LLC, a limited liability company formed under the laws of the State of Delaware ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignor, Assignee and certain other parties named therein have entered into the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to transfer to Assignee, among other things, all right, title and interest of Assignor in and to all (i) trademarks, service marks, trade names, logos, packaging, product configurations or other designations of origin (common law or otherwise, registered or not registered), registrations and, to the extent assignable, applications therefor (including intent to use applications), as well as all goodwill appurtenant to any or all of the foregoing, (ii) works of authorship whether or not copyrightable and any other copyrights and works, together with all common law rights, and any applications and registrations therefor and (iii) domain names, in each case to the extent primarily related or associated with the Brand "Franklin Mint," (the "FM Domain Names"), including the Trademarks, Copyrights and FM Domain Names set forth on Attachment A attached hereto (together with all goodwill associated therewith and symbolized thereby in each case) (collectively, the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned IP; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds due from and after the Closing Date or payable to the Assignor with respect to any of the foregoing; (d) other rights accruing under the Assigned IP or pertaining thereto Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, all claims, causes of action and enforcement rights with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing as of the date hereof or hereafter.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to

the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law and Venue. This Assignment shall be interpreted, construed, governed and enforced in all respects in accordance with the laws of the State of New York of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in Manhattan, New York County, the State of New York. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Assignment may be executed by .pdf signature and a .pdf signature shall constitute an original for all purposes.

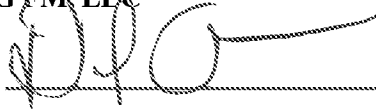
7. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

SBG FM LLC

By:  _____

Name: David Conn

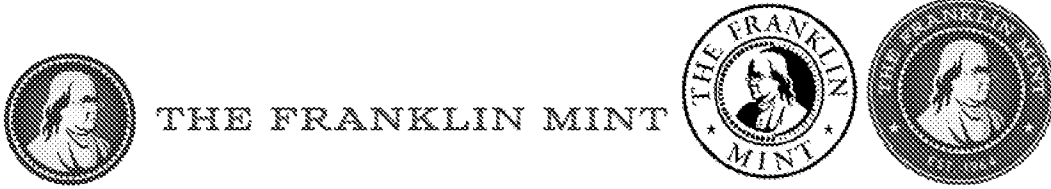
Title: CEO

Attachment A

(i) trademarks, etc.

Registered – See attached.

Unregistered logos:



FRANKLIN MINT

Trademark Report By Country

Printed On: 20 May 2020 10:43:25AM

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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UNITED STATES

FRANK-00002US	MINT THE MOMENT	26 Jun 2012 85982165	12 Aug 2014 4585798	REGISTERED
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Goods: 35 - on-line retail store services featuring collectibles and gifts

FRANK-00003US	THE FRANKLIN MINT	12 Nov 2013 86116199	26 Sep 2017 5296621	REGISTERED
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Goods: 14 - Jewelry, watches, clocks, collectible coins, commemorative coins, monetary coin sets for collecting purposes, medals, key chains of precious metals
16 - framed art prints
28 - Dolls, Christmas tree ornaments, snow globes, games, board games; poker chips and sets die-cast collectible toys, namely, miniature airplanes, cars, motorcycles, ships, spacecraft and vehicles
35 - On-line retail store services featuring gifts, coins, rare collectible objects, art objects, jewelry, furniture, models, games, and board games

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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END OF REPORT

TOTAL ITEMS SELECTED = 49