

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forum Novelties, Inc.		10/02/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Rubies II, LLC		
Street Address:	601 Cantiague Rock Road		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88081100	FORUM NOVELTIES INC.	
Serial Number:	88081270	FORUM NOVELTIES	
Serial Number:	88085183	MORBID ENTERPRISES	
Serial Number:	88218395	SKD PARTY	
Serial Number:	88818411	FORUM NOVELTIES INC.	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	9736224444		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael R. Friscia		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	100 Mulberry Street, 4 Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	Rubies-Forum		
NAME OF SUBMITTER:	Michael R. Friscia		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	10/16/2020		

CH \$140.00 88081100

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into this 2nd day of October , 2020 (the “Effective Date”) by and between Forum Novelties, Inc., a New York corporation, having an address of 601 Cantiague Rock Road, Westbury, NY 11590, (“Assignor”) and Rubies II, LLC, a Delaware limited liability company, having an address of 601 Cantiague Rock Road, Westbury, NY 11590 (“Assignee”) (collectively, the “Parties”). Capitalized terms used herein that are defined in the Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined herein.

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of August 17, 2020 (the “Purchase Agreement”);

WHEREAS, Assignor is the owner of all trademarks and service marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor’s right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability.

2. Recordation; Transfer, Further Actions.

(a) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

(b) Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Marks, or any foreign or international counterparts or equivalent marks to the Assigned Mark that may exist in any other jurisdiction, to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws, except where governed by chapter 11 of Title 11 of the United States Code, Section 101 et seq. Section 12.5 (Jurisdiction) of the Purchase Agreement shall apply to this Assignment and is incorporated herein by reference.

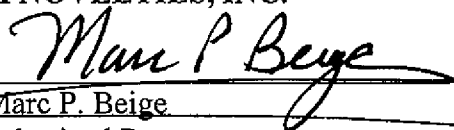
5. Entire Agreement; Counterparts. This is subject in all respects to the terms and conditions of the Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this 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 Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

FORUM NOVELTIES, INC.

A handwritten signature in black ink that reads "Marc P. Beige". The signature is written in a cursive style and is positioned above a horizontal line.

Name: Marc P. Beige

Title: Authorized Person

[Signature Page to the Trademark Assignment Agreement – Forum Novelties, Inc.]

TRADEMARK
REEL: 007079 FRAME: 0686

ASSIGNEE

RUBIES II, LLC

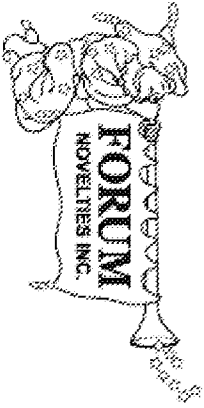
By: ACM Rubie's Topco LLC
Its: Sole Member

By: Joel Weinshanker
Name: Joel Weinshanker
Title: Manager

By: 
Name: Matthew Spiro
Title: Manager

[Signature Page to the Trademark Assignment Agreement – Forum Novelties, Inc.]

SCHEDULE A

Mark	Status	Applicant/ Registrant	Application No.	Application Date (MM-DD- YYYY)	Registration No.	Registration Date (MM-DD- YYYY)
FORUM NOVELTIES INC.	Live	Forum Novelties, Inc.	88081100	08-16-2018	N/A	N/A
FORUM NOVELTIES	Live	Forum Novelties, Inc.	88081270	08-16-2018	N/A	N/A
MORBID ENTERPRISES	Live	Forum Novelties, Inc.	88085183	08-20-2018	5,732,409	04-23-2019
SKD PARTY	Live	Forum Novelties, Inc.	88218395	12-05-2018	5,811,951	07-23-2019
	Live	Forum Novelties, Inc.	88818411	03-03-2020	N/A	N/A

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RECORDED: 10/16/2020