

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666281

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900626265

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Syco Entertainment Inc.		06/25/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Maidmetal Limited
Street Address:	9-13 St. Andrew Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4A 3AF
Entity Type:	Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	88504007	COG & DAT
Serial Number:	88503956	DAT & COG

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 7704346868
Email: trademarkdocketing@taylorenghish.com
Correspondent Name: Amanda G. Hyland
Address Line 1: 1600 Parkwood Circle, Suite 200
Address Line 4: Atlanta, GEORGIA 30339

NAME OF SUBMITTER:	Amanda G. Hyland
SIGNATURE:	/Amanda G. Hyland/
DATE SIGNED:	08/10/2021

Total Attachments: 8

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PARTIES

- (1) SYCO ENTERTAINMENT INC. incorporated and registered in Delaware whose registered office is at 1301 Avenue of Americas, New York, NY10019 (**Assignor**).
- (2) MAIDMETAL LIMITED incorporated and registered in the United Kingdom with company number 03264730 whose registered office is at 9-13 St. Andrew Street, London, EC4A 3AF, United Kingdom (**Assignee**).

BACKGROUND

- (A) The Assignor owns the Trade Marks (as defined below).
- (B) Assignee is the parent company of the Assignor.
- (C) The Assignor has agreed to assign to the Assignee the Trade Marks on the terms set out in this assignment.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Trade Marks: the registered trade, short particulars of which are set out in Schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Trade Marks whether occurring before, on, or after the date of this assignment.

3. VALUE ADDED TAX (VAT)

If, VAT is chargeable in connection with the transfer of the Trade Marks under this assignment, the Assignee shall pay the Assignor the amount of that VAT immediately on receipt of the relevant VAT invoice.

4. FURTHER ASSURANCE

At its own cost, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

6. ENTIRE AGREEMENT

- 6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim

for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

7. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10. NOTICES

10.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principle place of business (in any other case).

10.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

10.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

11. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date of the signature of the final party to sign it.

Signed by ANN-MARIE THOMSON
for and on behalf of SYCO
ENTERTAINMENT INC.


.....
Director

DATE Jun.25, 2021.....

Signed by BENJAMIN TODD
for and on behalf of MAIDMETAL
LIMITED
DATEJun 25, 2021

Ben Todd
.....
SVP signing pursuant to a
Company Power of Attorney dated
23 February 2021

Schedule 1 Registered trade marks

Country/ territory	Mark	Application registration number	Date of filing/ registration	Classes	Specification of goods or services
UK	DAT & COG	3427591	10 September 2019	9, 16, 25, 28, 41	<p>Class 9: Downloadable video and computer game programs; Talking children's books.</p> <p>Class 16: Baby books; Blank journal books; Children's books; Children's activity books; Children's interactive educational books; Children's pop-up books; Cloth children's books; Coloring books; Comic books; Composition books; Flip books; Personalized coloring books for children; Picture books; Series of fiction books; Song books; Sticker books; Story books.</p> <p>Class 25: Children's clothing, namely, pajamas, t-shirts, shirts, dresses and hats.</p> <p>Class 28: Toys, namely, plush toys, squeeze toys, action figures, board games and card games.</p> <p>Class 41: Entertainment in the nature of ongoing programs in the field of children's programming broadcast over television, cable or the Internet; Entertainment services, namely, providing an on-line computer game; Entertainment services, namely, providing a website featuring games, programs and puzzles; Entertainment in the nature of stage plays, concerts and other live performances presented to a live audience.</p> <p>Class 9: Downloadable video and computer game programs; Talking children's books.</p> <p>Class 16: Baby books; Blank journal books; Children's books; Children's activity books; Children's interactive educational books; Children's pop-up books; Cloth children's books; Coloring books; Comic books; Composition books; Flip books; Personalized coloring books for children; Picture books; Series of fiction books; Song books; Sticker books; Story books.</p> <p>Class 25: Children's clothing, namely, pajamas, t-shirts, shirts, dresses and hats.</p> <p>Class 28: Toys, namely, plush toys, squeeze toys, action figures, board games and card games.</p>
UK	COG & DAT	3427586	10 September 2019	9, 16, 25, 28, 41	<p>Class 9: Downloadable video and computer game programs; Talking children's books.</p> <p>Class 16: Baby books; Blank journal books; Children's books; Children's activity books; Children's interactive educational books; Children's pop-up books; Cloth children's books; Coloring books; Comic books; Composition books; Flip books; Personalized coloring books for children; Picture books; Series of fiction books; Song books; Sticker books; Story books.</p> <p>Class 25: Children's clothing, namely, pajamas, t-shirts, shirts, dresses and hats.</p> <p>Class 28: Toys, namely, plush toys, squeeze toys, action figures, board games and card games.</p>

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					Class 41: Entertainment in the nature of ongoing programs in the field of children's programming broadcast over television, cable or the Internet; Entertainment services, namely, providing an on-line computer game; Entertainment services, namely, providing a website featuring games, programs and puzzles; Entertainment in the nature of stage plays, concerts and other live performances presented to a live audience.
USA	DAT & COG	88503956	8 July 2019	16	Class 16: Baby books; Blank journal books; Children's books; Children's activity books; Children's interactive educational books; Children's pop-up books; Cloth children's books; Coloring books; Comic books; Composition books; Flip books; Personalized coloring books for children; Picture books; Series of fiction books; Song books; Sticker books; Story books; Talking children's books.
USA	COG & DAT	88504007	8 July 2019	16	Class 16: Baby books; Blank journal books; Children's books; Children's activity books; Children's interactive educational books; Children's pop-up books; Cloth children's books; Coloring books; Comic books; Composition books; Flip books; Personalized coloring books for children; Picture books; Series of fiction books; Song books; Sticker books; Story books; Talking children's books.

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Signature:


Ben Todd
Ben Todd Entertainment, LLC
10000 Wilshire Blvd
Suite 1000
Beverly Hills, CA 90210

Email: ben.todd@sycocentertainment.com









Assignment Syco Entertainment Inc. to Maidmetal Limited 17 06 21[1]

Final Audit Report

2021-06-25

Created:	2021-06-25
By:	Anne Sheinfield (anne.sheinfield@sycoentertainment.com)
Status:	Signed
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"Assignment Syco Entertainment Inc. to Maidmetal Limited 17 06 21[1]" History

-  Document created by Anne Sheinfield (anne.sheinfield@sycoentertainment.com)
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-  Document emailed to Ben Todd (ben.todd@sycoentertainment.com) for signature
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-  Document e-signed by Ben Todd (ben.todd@sycoentertainment.com)
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RECORDED: 06/29/2021

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