

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM676607

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|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Morris Costumes, Inc. | | 03/19/2021 | Corporation: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Oriental Trading Company, Inc. | | |
| Street Address: | 5455 South 90th Street | | |
| City: | Omaha | | |
| State/Country: | NEBRASKA | | |
| Postal Code: | 68127 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2612045 | | |
| Registration Number: | 3981386 | BLOODSUCKERS | |
| Registration Number: | 2969009 | | |
| Registration Number: | 4040539 | CUSTOM DESIGNER | |
| Registration Number: | 4061874 | DRACULA FANGS | |
| Registration Number: | 4785462 | DRACULA HOUSE | |
| Registration Number: | 3067107 | | |
| Registration Number: | 5424458 | SHE BITES | |
| Registration Number: | 4813634 | ZOMBIE DENTAL COLORS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8169838080 | | |
| <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: | 8169838000 | | |
| Email: | pto-kc@huschblackwell.com | | |
| Correspondent Name: | Husch Blackwell LLP | | |
| Address Line 1: | 4801 Main Street, Suite 1000 | | |
| Address Line 4: | Kansas City, MISSOURI 64112 | | |
| ATTORNEY DOCKET NUMBER: | 16452.48 | | |

CH \$240.00 2612045

| | |
|---|------------------------|
| NAME OF SUBMITTER: | Christina N. Ostorga |
| SIGNATURE: | /Christina N. Ostorga/ |
| DATE SIGNED: | 09/24/2021 |
| Total Attachments: 8 source=EXECUTED IP Assignment Morris Costumes-OTC#page1.tif source=EXECUTED IP Assignment Morris Costumes-OTC#page2.tif source=EXECUTED IP Assignment Morris Costumes-OTC#page3.tif source=EXECUTED IP Assignment Morris Costumes-OTC#page4.tif source=EXECUTED IP Assignment Morris Costumes-OTC#page5.tif source=EXECUTED IP Assignment Morris Costumes-OTC#page6.tif source=EXECUTED IP Assignment Morris Costumes-OTC#page7.tif source=EXECUTED IP Assignment Morris Costumes-OTC#page8.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 19, 2021, is made by Morris Costumes, Inc., a North Carolina corporation (“**Morris**”) and Asadart, LLC, a Kentucky limited liability company (“**Asadart**” and collectively with Morris, the “**Assignors**”), in favor of Oriental Trading Company, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Assignors pursuant to an Asset Purchase Agreement by and among Assignors, Philip S. Smith, Terri S. Bate and Buyer, dated as of the date hereof (the “**Purchase Agreement**”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignors have conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property of Assignor, and have agreed to execute and deliver this IP 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, Assignors hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Assignors' right, title, and interest in and to all the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all internet domain name registrations and social media account or user names (including “handles”) incorporating any Trademark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Schedule 2, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto;

(c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, 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.

(g) Each Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Assigned IP and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. Each Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

2. Recordation and Further Actions.

(a) Assignors hereby authorize 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 IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Assignors shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. While the Assignors shall take reasonable steps and actions and provide cooperation and assistance, any costs or fees associated with Assignors' compliance with this section shall be borne by the Buyer.

(b) With respect to all internet domain names and social media accounts, Assignors covenant, agree and undertake to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer including, without limitation, executing or causing the completion of the applicable registrant name change agreement or other forms required by the registrar or other relevant authority to transfer the domain names to Buyer on an expedited basis; and (ii) submitting the electronic transfer request or other required request to the registrar or other relevant authority to initiate the transfer process to Buyer's preferred registrar. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS:

MORRIS COSTUMES, INC.

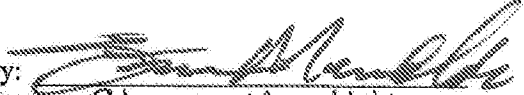
By: _____
Name: _____
Title: _____

ASADART, LLC

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

ORIENTAL TRADING COMPANY, INC.

By: 
Name: Steve Mendlik
Title: President

[SIGNATURE PAGE TO IP ASSIGNMENT]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS:

MORRIS COSTUMES, INC.

By: 

Name: Philip Morris Scott Smith

Title: President

ASADART, LLC

By: 

Name: Philip Morris Scott Smith

Title: Chairman

AGREED TO AND ACCEPTED:

ORIENTAL TRADING COMPANY, INC.

By: _____

Name: _____



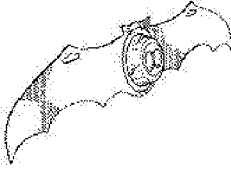
Title: _____

[SIGNATURE PAGE TO IP ASSIGNMENT]

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

| <u>Trademark</u> | <u>Registration Number</u> |
|---|-----------------------------------|
|  | 2,612,045 |
| BloodSuckers | 3,981,386 |
|  | 2,969,009 |
| CUSTOM DESIGNER | 4,040,539 |
| DRACULA FANGS | 4,061,874 |
| DRACULA HOUSE | 4,785,462 |
|  | 3,067,107 |
| SHE BITES | 5,424,458 |
| Zombie Dental Colors | 4,813,634 |

- All unregistered common law trademarks

SCHEDULE 2

ASSIGNED DOMAIN NAMES, SOCIAL MEDIA ACCOUNTS AND COPYRIGHTS

Domain Names:

- ADULTCOSTUMES.NET
- ASADART.COM
- ASADART.NET
- ASADARTLLC.COM
- ASADARTLLC.NET
- BOYSCOSTUMES.ORG
- COSTUMESXPRESS.COM
- CRACKERSUSA.COM
- CUSTOMDESIGNERFANGS.COM
- DRACULAFANGS.COM
- DRACULAHOUSE.COM
- FANGFITTING.COM
- FANTASYLINGERIE.ORG
- FOOTHILLSCREATIONS.COM
- FOOTHILLSFANGS.COM
- HALLOWEENETAILERS.COM
- HALLOWEENEXPERTS.COM
- HALLOWEENEXPRESS.COM
- HALLOWEENEXPRESS.BIZ
- HALLOWEENEXPRESS.COM
- HALLOWEENEXPRESS.INFO
- HALLOWEENEXPRESS.NET
- HALLOWEENEXPRESS.ORG
- HALLOWEENEXPRESS.TV
- HALLOWEENEXPRESSFRANCHISE.BIZ
- HALLOWEENEXPRESSFRANCHISE.COM
- HALLOWEENEXPRESSFRANCHISE.INFO
- HALLOWEENEXPRESSFRANCHISE.MOBI
- HALLOWEENEXPRESSFRANCHISE.NET
- HALLOWEENEXPRESSFRANCHISE.ORG
- HALLOWEENEXPRESSFRANCHISE.TV
- HALLOWEENEXPRESSFRANCHISE.US
- HALLOWEENEXPRESSFRANCHISES.COM
- HOLIDAY-DISCOUNTERS.COM
- LACEYCOSTUMEWIGS.CO
- LACEYWIGS.CO
- MORRISCOSTUMES.BIZ
- MORRISCOSTUMES.INFO
- MORRISCOSTUMES.MOBI
- MORRISCOSTUMES.NET
- MORRISCOSTUMES.ORG
- MORRISCOSTUMES.US
- SEUSSSHOP.NET (NOTE: This domain name remains owned by Seller; however, it has been dormant and not used by Seller.)
- SEXYBITES.COM

- SEXYBITESFANGS.COM
- SEXYDEVILBITES.COM
- SEXYLINGERIESHOP.ORG
- TOMSMITHCHRISTMASCRACKERS.COM
- TOMSMITHCHRISTMASCRACKERS.NET
- TOMSMITHCRACKERSUSA.COM
- TOMSMITHUSA.COM
- TOMSMITHUSA.NET
- TRASHYLINGERIE.ORG
- WALLSTREETBLOODSUCKERS.COM
- ZOMBIE.NET
- ZOMBIEFANGS.COM
- ZOMBIEFANGS.NET

Social Media:

<https://www.facebook.com/HalloweenExpress/>
<https://www.instagram.com/halloweenexpressdotcom/?hl=en>
<https://twitter.com/halloweenxperts?lang=en>
<https://www.youtube.com/channel/UCCUB-VI-Bw7WIL6BT4nqm9Q>
<https://www.facebook.com/morris.costumes/>
<https://www.instagram.com/morriscostumes/?hl=en>
<https://www.linkedin.com/company/morris-costumes-inc->
<https://twitter.com/morriscostume?lang=en>
<https://www.youtube.com/user/MorrisCostumes1>

Copyrights:

- All unregistered copyrights owned by Sellers, including without limitation, copyrights in and to all content and data located on or relating to any of the domain names, web addresses, URLs, websites and web pages, and social media sites and pages acquired pursuant to the Agreement.