

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677761

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900644287		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPIN MASTER, INC.		06/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LANSAY FRANCE		
Street Address:	112 Quai de Bezons		
City:	Argenteuil		
State/Country:	FRANCE		
Postal Code:	95100		
Entity Type:	Corporation: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5313444	CUTIE STIX	
CORRESPONDENCE DATA			
Fax Number:	8453597798		
<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:	8453597700		
Email:	trademark@notaromichalos.com		
Correspondent Name:	John Zaccaria		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
ATTORNEY DOCKET NUMBER:	J1525-018		
DOMESTIC REPRESENTATIVE			
Name:	John Zaccaria		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
NAME OF SUBMITTER:	John Zaccaria		
SIGNATURE:	/J1525-018-JZ-as/		
DATE SIGNED:	09/29/2021		

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

BETWEEN:

SPIN MASTER, INC., a corporation incorporated pursuant to the laws of the State of Delaware;
(the “**Assignor**”)

- and -

LANSAY FRANCE, a corporation incorporated under the laws of France;
(the “**Assignee**”)

WHEREAS, Assignor is the owner of the trademark applications and registrations listed in the attached Schedule “A” and of the trademarks shown in the said applications and registrations, together with the goodwill associated therewith and also including all legal, equitable and common law rights in and to the trademarks (collectively, the “**Trademarks**”);

AND WHEREAS the Assignor has entered into an asset purchase agreement (the “**Purchase Agreement**”) dated the date hereof between, inter alia, the Assignee, as purchaser, and the Assignor and Spin Master Toys Far East Limited, as vendors, whereby the Assignor agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement), which includes the Trademarks;

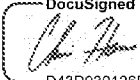
NOW THEREFORE, in consideration of the payment of the Purchase Price (as such term is defined in the Purchase Agreement) as set out in the Purchase Agreement, the Assignor does hereby irrevocably and unconditionally sell, assign, transfer, release and quitclaim unto the Assignee and its successors and assigns, the Assignor’s worldwide right, title and interest (if any) in the Trademarks attached hereto as Schedule “A” (the “**Trademarks**”), and in and to all applications, registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any common law rights accrued through use of the Trademarks together with all rights of action resulting from any adverse or confusing use of the Trademarks.

IN FURTHER CONSIDERATION as aforesaid, the Assignor, hereby represents, warrants and covenants, as applicable, that at the request of the Assignee and from time to time, the Assignor shall execute and deliver where applicable such additional conveyances, transfers and other assurances as may be reasonably required to effectually transfer the Trademarks to the Assignee and shall execute and delivery any other documents which may be required to register or perfect title to the Assignee.

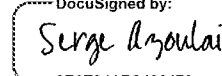
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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the 9 day of June, 2020.

SPIN MASTER, INC.

DocuSigned by:

Per: D43D930128D644A
Name: Chris Harrs
Title: Secretary
I have the authority to bind the corporation

LANSAY FRANCE

DocuSigned by:

Per: 9E6E34AEC400470
Name: _____
Title: _____
I have the authority to bind the corporation

[Signature Page – Trademark Assignment]

SCHEDULE "A"
Trademarks

Record Type	Country	Title of Mark	Status	Application/Serial Filing Date	TM/Registration No.	Date Issue/Reg/Abandoned
1 Trademark	International (WIPO)	CUTIE STIX	Registered	1370135 01/06/2017	1370135	01/06/2017
2 Trademark	China	CUTIE STIX	Registered	1370135 01/06/2017	1370135	01/06/2017
3 Trademark	United States	CUTIE STIX	Registered	87/238,114 11/15/2016	5,313,444	10/17/2017
4 Trademark	International (WIPO)	CUTIE STIX	Registered	1363514 05/16/2017	1363514	05/16/2017
5 Trademark	European Union	CUTIE STIX	Registered	1363514 05/16/2017	1363514	05/16/2017
6 Trademark	Japan	CUTIE STIX	Registered	1363514 05/16/2017	1363514	05/16/2017

TRADEMARK
REEL: 007434 FRAME: 0126

RECORDED: 09/20/2021