

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brybelly Holdings, Inc.		05/10/2021	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	MBG Brybelly OPCP, LLC		
Street Address:	7284 W. 200 N		
City:	Greenfield		
State/Country:	INDIANA		
Postal Code:	46140		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3925578	PRO EXTENSIONS	
Registration Number:	4001811	WALL COASTER	
Registration Number:	4056420	CONDUCTOR CARL	
Registration Number:	4197652	BRYBELLY	
Registration Number:	4197653	SOCK MONKEY FAMILY	
Registration Number:	4425042	CROWN SPORTING GOODS	
Registration Number:	4428382	WIZ DICE	
Registration Number:	4428379	TRIPLE OUT DARTS	
Registration Number:	4428378	ROLLOUT GAMING	
Registration Number:	4428376	CLAYSMITH GAMING	
Registration Number:	4428372	K-ROO SPORTS	
Registration Number:	4641216	MR. MOUSTACHIO	
Registration Number:	4648809	PUDGY PEDRO'S PARTY SUPPLIES	
Registration Number:	4648807	FELSON BILLIARD SUPPLIES 9	
Registration Number:	4972623	IMAGINATION GENERATION	
Registration Number:	5364826	SPLASH TECH	
Registration Number:	5364834	GRIZZLY PEAK	
Registration Number:	5494361	ACES HIGH	
Registration Number:	5549900	BACK OF HOUSE LTD.	

CH \$890.00 3925578

Property Type	Number	Word Mark
Registration Number:	5554036	BOLTHEAD INDUSTRIAL
Registration Number:	5378164	KNACK
Registration Number:	5549894	BREWSKI BROTHERS
Registration Number:	5549897	STUDIO NOUVEAU
Registration Number:	5545127	COCKTAILOR
Registration Number:	5554031	DICE WARS
Registration Number:	5564522	SUB SHOP
Registration Number:	5545116	WOOD EATS!
Registration Number:	5473373	WEEBO PETS
Registration Number:	5887109	HAUNTLOOK
Registration Number:	5701958	DINK RESPONSIBLY PICKLEBALL APPAREL
Serial Number:	90624366	DECK OF MANY THINGS
Serial Number:	87755747	YOGA CLOUD
Serial Number:	87755772	CAT-TASTROPHE!
Serial Number:	87468413	SOL COASTAL
Serial Number:	88646782	MODERN CURIOSITY

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 330-208-1000

Email: iplaw@vorys.com

Correspondent Name: Mark A. Watkins

Address Line 1: P.O. Box 2255

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	022786-06
NAME OF SUBMITTER:	Mark A. Watkins
SIGNATURE:	/Mark A. Watkins/
DATE SIGNED:	10/22/2021

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”) is entered into as of May 10, 2021, by and among Brybelly Holdings, Inc., an Indiana corporation (“Assignor”) and MBG Brybelly OPCO, LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, among others, Jeff Smith, Knute Lentz, Assignor and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”);

WHEREAS, Assignor desires to sell, convey, transfer, assign and deliver to Buyer, and Buyer desires to purchase from Assignor, Assignor’s rights in and to certain Intellectual Property (as defined on Schedule A hereto) owned by Assignor; and

WHEREAS, all capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Buyer hereby agree as follows:

1. Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Buyer, and Buyer hereby assumes and accepts, all of Assignor’s right, title and interest throughout the world in and to all Intellectual Property owned, or purported to be owned, in whole or part, by Assignor (including all Intellectual Property which an employee or other third party is obligated by contract, statute or otherwise to assign to Assignor), including, without limitation, the following (collectively, the “Assigned Intellectual Property”), in each case, free and clear of any and all Encumbrances other than Permitted Encumbrances:

(a) all Patents (as defined on Schedule A) and Patent applications, including those set forth on Schedule B hereto, together with (i) all registrations and applications for the foregoing; and all rights to request, apply for, file and register patent rights in any of the foregoing; (ii) all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; all amendments, reissues, and extensions of the foregoing; all divisional, validations, supplementary perfection certifications and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions claimed by any of the foregoing; (iii) all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and applicable bilateral or multilateral treaties; (iv) all rights to request, apply for, file and register the foregoing; and (v) all patents issuing from any of the foregoing;

(b) all unregistered Trademarks (as defined in Schedule A) and all Trademark registrations and applications, including those set forth on Schedule C hereto, together with (i) all registrations and applications for the foregoing, and all common law rights in the foregoing; (ii) all issuances, extensions and renewals of the foregoing; (iii) all rights to create new trademarks that incorporate the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all the goodwill of the business connected with the use of and symbolized by the foregoing;

(c) all copyrights and copyright applications, including those set forth on Schedule D hereto, together with all registrations and applications for the foregoing, and all common law rights in the foregoing, together with (i) all works based upon, derived from or incorporating the foregoing; (ii) all renewals, reissues and extensions of the foregoing; (iii) all rights to create new copyrights that derive from the foregoing; (iv) all rights to request, apply for, file and register the foregoing; and (v) all moral rights in the foregoing (collectively, the “Assigned Copyright Rights”). In the event a jurisdiction does not permit the assignment of all moral rights pursuant to the foregoing, Assignor hereby irrevocably waives and releases all of its moral rights it now has, or in the future may have, in the Assigned Copyright Rights in favor of Buyer;

(d) all domain names, including those set forth in Schedule E hereto (the “Assigned Domain Names”), including any usernames, passwords, authorization codes necessary or other information necessary to transfer the Assigned Domain Names to Buyer;

(e) all (i) rights under which an employee, inventor, author or other person is obligated to assign ownership any of the foregoing; (ii) registrations of, applications to register, and renewals of, any of the foregoing with or by any governmental authority in any jurisdiction throughout the world, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any state therein or any foreign country, now or hereafter in effect; (iii) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, dilution, violation, misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach; and (iv) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing; and

(f) all (i) documentation or other tangible embodiments that comprise, embody, disclose or describe any of the foregoing, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors’ notebooks, invention disclosures, digital files, software code embodied in media or firmware and (ii) files related to the prosecution or enforcement of any of the foregoing owned by Assignor, including such patent, trademark or copyright prosecution or enforcement files in the custody of Assignor’s outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities;

in each case of (a) – (f) above, to be held and enjoyed by Buyer for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Assignor hereby covenants and agrees that it shall upon the reasonable request and at the expense of Buyer execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to correct, perfect and/or record Buyer’s title to the Assigned Intellectual Property, and such other assignment agreements in such form as may be required by Buyer for each jurisdiction in which any Assigned Intellectual Property is pending, issued or registered. Assignor agrees that (a) until such time as Buyer is recorded or registered as the record owner of the Assigned Intellectual Property in each jurisdiction, Assignor promptly shall deliver to Buyer all notices, office actions and other correspondence received by it with respect to the Assigned Intellectual Property from any intellectual property office, governmental authority or any third party, and (b) Assignor shall not take any action with respect to the Assigned Intellectual Property, including without limitation filing any response to any office actions, except as may be authorized in advance by Buyer in its sole discretion.

3. Assignor hereby authorizes and requests the Patent and Trademark Office officials in the United States of America, the Internet domain name registrar for the Assigned Domain Names and, in each case, the corresponding government officials of any and all states of the United States of America and foreign countries whose duty is to issue intellectual property protection or other evidence or forms of industrial property protection on Patents, copyrights, Trademarks and/or Internet domain names to record this Assignment and to issue the same to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. Upon the execution of this Assignment, Assignor shall perform all acts necessary to effect the transfer of the Assigned Domain Names from Assignor to Buyer including, but not limited to, the execution, notarization, and return to Buyer or its agents of any transfer forms required by Buyer or Assignor's Internet domain name registrar.

5. Intentionally deleted.

6. Assignor recognizes Buyer's exclusive ownership and title to the Assigned Intellectual Property throughout the world and Assignor shall not, directly or indirectly, claim adversely to Buyer any right, title or interest in and to the Assigned Intellectual Property in any country or jurisdiction of the world.


7. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the internal laws of the State of Delaware, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

8. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

Brybelly Holdings, Inc.

By: 
Name: KNUTE LENTZ
Title: President

BUYER:

MBG Brybelly OPCO, LLC

By: _____
Name: Pierre Abousleiman
Title: Co-Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007468 FRAME: 0345

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

Brybelly Holdings, Inc.

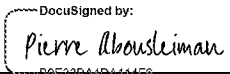
By: _____

Name:

Title:

BUYER:

MBG Brybelly OPCO, LLC

By:  _____
B2E03B7A1DA114F6

Name: Pierre Abousleiman

Title: Co-Chief Executive Officer

SCHEDULE A

DEFINITIONS

“Intellectual Property” means any and all domestic and foreign intellectual and industrial property rights and other similar proprietary rights in any jurisdiction throughout the world, whether registered or unregistered including, without limitation, all rights and interests pertaining to or deriving from (a) patents and patent applications, provisional patents, reexaminations, extensions and counterparts claiming priority therefrom (collectively, “**Patents**”), (b) inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) computer software and firmware, including data files, source code, object code, and software-related specifications and documentation, (d) works of authorship and copyrights (collectively, “**Copyrights**”) (e) trade secrets, business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person, (f) trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, and the goodwill associated therewith (collectively, “**Trademarks**”) (g) proprietary databases and data compilations, (h) domain names, and in each case and all (1) rights under which an employee, inventor, author or other person is obligated to assign ownership in any of the foregoing, (2) registrations of, applications to register, and renewals of, any of the foregoing with or by any Governmental Authority in any jurisdiction throughout the world, (3) rights of action arising from the foregoing, including all claims for damages by reason of present, past and future infringement, misappropriation, violation misuse or breach of contract in respect of the foregoing, and present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse or breach, and (4) income, royalties and any other payments now and hereafter due and/or payable in respect of the foregoing.

SCHEDULE B

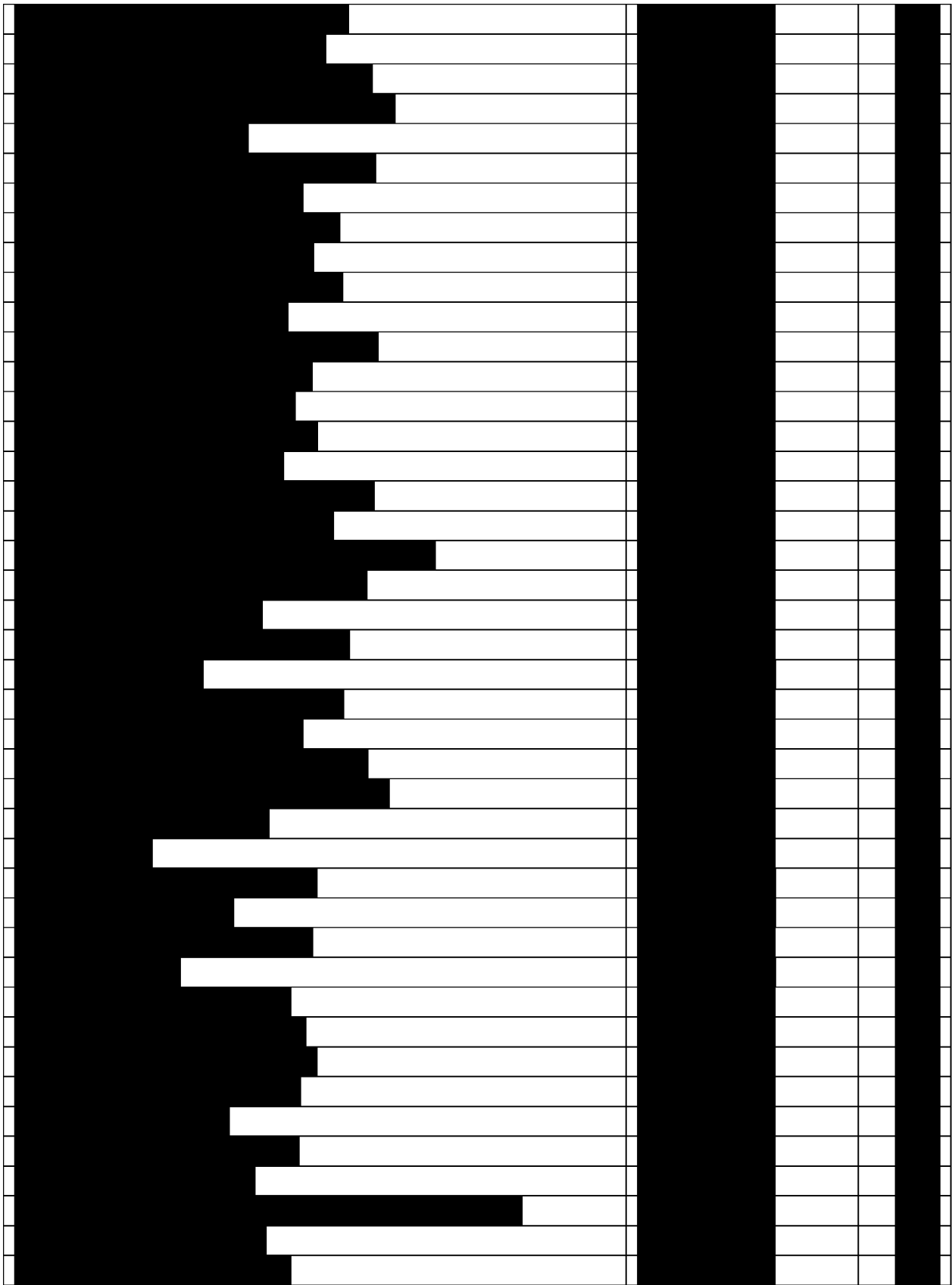
PATENTS AND PATENT APPLICATIONS

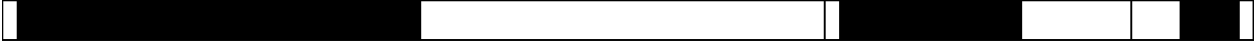
None.

SCHEDULE C

TRADEMARKS REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application Number	Date of Filing	Registration number
Pro Extensions	USA	85084732	3/1/2011	3925578
Wall Coaster	USA	85184927	7/26/2011	4001811
Conductor Carl	USA	85298007	11/15/2011	4056420
Brybelly	USA	85505949	8/28/2012	4197652
Sock Monkey Family	USA	85505987	8/28/2012	4197653
Crown Sporting Goods	USA	85869404	10/29/2013	4425042
Wiz Dice	USA	85869470	11/5/2013	4428382
Triple Out Darts	USA	85869452	11/5/2013	4428379
Rollout Gaming	USA	85869431	11/5/2013	4428378
Claysmith Gaming	USA	85869382	11/5/2013	4428376
K-Roo Sports	USA	85868922	11/5/2013	4428372
Mr Moustacio	USA	86256416	11/18/2014	4641216
Pudy Pedros Party Supplies	USA	86256570	12/2/2014	4648809
Felson Billiard Supplies	USA	86256498	12/2/2014	4648807
Imagination Generation	USA	86786650	6/7/2016	4972623
Splash Tech	USA	87468458	5/30/2017	5364826
Grizzly Peak	USA	87468608	5/30/2017	5364834
Aces High	USA	87755757	1/15/2018	5494361
Back of House Ltd.	USA	87755727	1/15/2018	5549900
Bolthead Industrial	USA	87755738	1/15/2018	5554036
Knack	USA	87468683	5/30/2017	5378164
Brewski Brothers	USA	87755604	1/15/2018	5549894
Studio Nouveau	USA	87755642	1/15/2018	5549897
Cocktailor	USA	87757199	1/16/2018	5545127
Dice Wars	USA	87755699	1/15/2018	5554031
Sub Shop	USA	87757132	1/16/2018	5564522
Wood Eats!	USA	87757098	1/16/2018	5545116
Weebo Pets	USA	87468285	5/30/2017	5473373
Hauntlook	USA	88287278	7/22/2019	5887109
Modern Curiosity	USA	88646782	10/8/2019	1B status
Deck of Many Things	USA	90624366	4/5/2021	
DINK RESPONSIBLY PICKLEBALL APPAREL	USA	88040830	7/17/2018	5701958
YOGA CLOUD	USA	87755747	1/15/2018	
CAT-TASTROPHE!	USA	87755772	1/15/2018	
SOL COASTAL	USA	87468413	1/30/2017	





SCHEDULE E
DOMAIN NAMES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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