

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hatos Productions, Inc and Monty Hall Enterprises, Inc		08/04/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	100% LMAD, LLC		
Street Address:	875 6th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2283554	LET'S MAKE A DEAL	
Registration Number:	2104305	LET'S MAKE A DEAL	
Registration Number:	0960139	LET'S MAKE A DEAL	
Registration Number:	5851854	LET'S MAKE A DEAL	
Registration Number:	4076523	LET'S MAKE A DEAL	
Registration Number:	4917341	LET'S MAKE A DEAL	
Registration Number:	4429696	LET'S MAKE A DEAL	
Serial Number:	87499615	LET'S MAKE A DEAL	
Registration Number:	4986922	ZONK!	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122465687		
Email:	doug@marcuslemonis.com		
Correspondent Name:	DOUGLAS B WEXLER		
Address Line 1:	77 West Wacker Drive, 45th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Douglas Wexler		

OP \$240.00 2283554

SIGNATURE:	/Douglas Wexler/
DATE SIGNED:	12/15/2021
Total Attachments: 6 source=LMAD - Intellectual Property Assignment[73] copy#page1.tif source=LMAD - Intellectual Property Assignment[73] copy#page2.tif source=LMAD - Intellectual Property Assignment[73] copy#page3.tif source=LMAD - Intellectual Property Assignment[73] copy#page4.tif source=LMAD - Intellectual Property Assignment[73] copy#page5.tif source=LMAD - Intellectual Property Assignment[73] copy#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of August 4, 2021 (the "Effective Date"), and is entered into by and among Hatos Productions, Inc., a California corporation ("Hatos"), Monty Hall Enterprises, Inc., a California corporation ("Hall" and together with Hatos, the "Partners" and each, a "Partner"), Let's Make a Deal, a joint venture between Hatos and Hall dba Hatos Hall Productions (the "Partnership" and together with the Partners, the "Transferors" and each, a "Transferor"), 100% LMAD, LLC, a Delaware limited liability company (the "Transferee"), and Sharon Hall, solely in her capacity as the Sellers' Representative. The Transferors, the Transferee and the Sellers' Representative may be referred to herein, collectively, as the "Parties" and each, individually, as a "Party."

WHEREAS, the Transferors, Transferee, and the Sellers' Representative are parties to that certain Asset Purchase Agreement, dated as of June 2, 2021, as amended August 2, 2021 (the "APA") (all capitalized terms used herein, but not specifically defined herein, shall have the meanings given to such terms in the APA).

WHEREAS, the Transferors and Transferee desire to enter into this Agreement to further effect the conveyance of the trademarks set forth in Exhibit A attached hereto (the "Transferred Trademarks"), as more fully set forth herein and in the APA.

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

1. Assignment of Transferred Trademarks. The Transferors do hereby sell, assign, transfer, convey and deliver unto the Transferee, its successors and assigns, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Transferred Trademarks, including without limitation, the right to any renewals and extensions that may be granted thereon, the registrations and applications for registration thereof, and the right to prosecute any applications therefor worldwide, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty, or other international convention, together with the goodwill associated therewith, together with the right to sue, counterclaim and recover and retain damages for past, present and future infringement of such Transferred Trademarks or dilution of the Transferred Trademarks and registrations and applications for registration thereof.

2. APA to Control. This Agreement is subject to the terms and conditions of the APA, and in the event of any conflict between the terms of this Agreement and the terms of the APA, the APA shall control.

3. Miscellaneous.

(a) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same

instrument. Signed counterparts of this Agreement may be delivered by facsimile or by portable document format (.pdf) image and shall be deemed originals for all purposes hereunder.


(b) Sections 11.1 (Amendment and Waiver), 11.5 (Severability), 11.6 (Governing Law; Venue), 11.7 (Rules of Construction), 11.8 (Specific Enforcement), 11.9 (Waiver of Jury Trial) and 11.11 (No Third-Party Beneficiaries) of the APA are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein.

[*Signature Page Follows*]

This Agreement is made and effective as of the Effective Date.

TRANSFERORS:

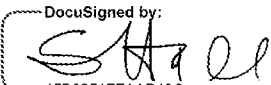
LET'S MAKE A DEAL

DocuSigned by:

By: _____
Name: Sharon Hall
Title: Authorized Representative

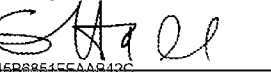
HATOS PRODUCTIONS, INC.,
a California corporation

By: _____
Name: Shirley Hatos
Title: President

MONTY HALL ENTERPRISES, INC.,
a California corporation

DocuSigned by:

By: _____
Name: Sharon Hall
Title: President

SHARON HALL, as Sellers' Representative

DocuSigned by:


TRANSFeree:

100% LMAD, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

This Agreement is made and effective as of the Effective Date.

TRANSFERORS:

LET'S MAKE A DEAL

By: _____
Name: Sharon Hall
Title: Authorized Representative

HATOS PRODUCTIONS, INC.,
a California corporation

By: Shirley Hatos
Name: Shirley Hatos
Title: President

MONTY HALL ENTERPRISES, INC.,
a California corporation

By: _____
Name: Sharon Hall
Title: President

SHARON HALL, as Sellers' Representative

TRANSFeree:

100% LMAD, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

This Agreement is made and effective as of the Effective Date.

TRANSFERORS:

LET'S MAKE A DEAL

By: _____
Name: Sharon Hall
Title: Authorized Representative

HATOS PRODUCTIONS, INC.,
a California corporation

By: _____
Name: Shirley Hatos
Title: President

MONTY HALL ENTERPRISES, INC.,
a California corporation

By: _____
Name: Sharon Hall
Title: President

SHARON HALL, as Sellers' Representative

TRANSFeree:

100% LMAD, LLC,
a Delaware limited liability company

By: Nancy Glass
Name: Nancy Glass
Title: Partner

**EXHIBIT A
TRANSFERRED TRADEMARKS**

Country	Mark	App. Number / Reg. Number	Reg. Date / App. Date	Owner
USA	LET'S MAKE A DEAL	2283554	10/5/1999	Hatos Productions, Inc. & Monty Hall Enterprises
USA	LET'S MAKE A DEAL	2104305	10/7/1997	Hatos Productions, Inc. & Monty Hall Enterprises
USA	LET'S MAKE A DEAL	0960139	5/29/1973	Hatos Productions, Inc. & Monty Hall Enterprises
USA	LET'S MAKE A DEAL	5851854	9/3/2019	Hatos Productions, Inc. & Monty Hall Enterprises
USA	LET'S MAKE A DEAL	4076523	12/27/2011	Hatos Productions, Inc. & Monty Hall Enterprises
USA	LET'S MAKE A DEAL	4917341	3/15/2016	Hatos Productions, Inc. & Monty Hall Enterprises
USA	LET'S MAKE A DEAL	4429696	11/5/2013	Hatos Productions, Inc. & Monty Hall Enterprises
USA	LET'S MAKE A DEAL	87499615	6/21/2017	Hatos Productions, Inc. & Monty Hall Enterprises
USA	ZONK!	4986922	6/28/2016	Hatos Productions, Inc. & Monty Hall Enterprises
Canada	LET'S MAKE A DEAL	TMA268153	4/16/1982	Hatos Productions, Inc. & Monty Hall Enterprises
Canada	LET'S MAKE A DEAL	TMA572583	12/18/2002	Hatos Productions, Inc. & Monty Hall Enterprises
Canada	LET'S MAKE A DEAL	1969209	6/11/2019	Hatos Productions, Inc. & Monty Hall Enterprises