

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM724681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halloween Express, LLC		03/19/2021	Limited Liability Company: KENTUCKY
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1969633	HALLOWEEN EXPRESS	
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		
NAME OF SUBMITTER:	Olivia Miller		
SIGNATURE:	/olivia miller/		
DATE SIGNED:	04/28/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made effective as of March 19, 2021 (the "Effective Date") by and between Halloween Express, LLC, a Kentucky limited liability company having a place of business at 302 North Main Street, Owenton, Kentucky 40359 ("Assignor"), and Oriental Trading Company, Inc., a Delaware corporation having a place of business at 5455 South 90th Street, Omaha, Nebraska 68127 ("Assignee"). Capitalized terms not otherwise defined herein have the meaning set forth in that certain Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark specified on Exhibit A attached hereto (the "Trademark") along with the goodwill associated therewith;

WHEREAS, Assignee and Morris Costumes Inc. ("Morris"), a North Carolina corporation and the controlling member and manager of Assignor, entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement") pursuant to which Assignee agreed to purchase certain assets of Morris and its Affiliates;

WHEREAS, Assignee is also desirous of acquiring the Trademark along with the goodwill associated therewith from Assignor; and

WHEREAS, in connection with, and as a condition to, Assignee entering into the Purchase Agreement, Assignor has agreed to enter into this Assignment to assign the Trademark along with all of the goodwill associated therewith to Assignee.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree to the following:

1. Trademark Assignment. In consideration for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, sells and conveys to Assignee its entire right, title, and interest in and to the Trademark, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Trademark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

2. Representations and Warranties. Assignor represents and warrants to Assignee that the statements set forth in this Section 2 below are true and correct as of the date hereof:

- (i) Assignor is the sole and exclusive owner of all right, title and interest in and to the Trademark and all of the goodwill associated therewith;
- (ii) the Trademark is current and subsisting and is not subject to any Action seeking to declare the Trademark transferred herein invalid or otherwise challenging the legality, validity, enforceability, use or ownership of the Trademark and there are no grounds for any such Action;

- (iii) the use of the Trademark by Assignor and its franchisees and sublicensees through the Effective Date has not infringed, misappropriated, diluted or otherwise violated in any material respect the rights of any third party;
- (iv) Assignor has never indemnified any Person for or against any interference, infringement, misappropriation, dilution, unfair competition or other conflict or violation with respect to the rights of any third parties with respect to the use of the Trademark by Assignor and its franchisees and sublicensees;
- (v) Assignor has not received any written charge, complaint, claim, demand, or notice that the Trademark or the use thereof by Assignee, its franchisees or sublicensees infringes, conflicts with, violates or breaches any provision of any Law or Governmental Order;
- (vi) upon the Effective Date, (A) Assignee will receive good and marketable title to the Trademark and all goodwill associated therewith, free and clear of all Encumbrances; and (B) Assignee will not be obligated to, pay any amount to any other Person by reason of any act or omission of Assignor, its franchisees or sublicensees whether as a royalty, license fee or otherwise; and
- (vii) the Person executing this Agreement on its behalf is duly authorized to do so and the execution and performance of this Assignment will not violate any Law or agreement to which Assignee is subject to or a party.

3. Further Assurances. Assignor covenants, agrees and undertakes to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee the Trademark, all without further compensation to the Assignor, but otherwise at the expense of Assignee or its respective successors or assigns or a legal representative thereof.

4. Provision of Requested Information. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its respective successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Trademark (and the business identified by the Trademark), and to testify in any legal proceeding relating thereto.

5. Attorney In Fact. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in 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 in order to vest the aforesaid Trademark, and causes of action in respect of the Trademark more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademark that may have accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

6. Counterparts; Amendment. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto. A signed copy of this Agreement 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 Agreement.

7. Governing Law; Notices. The provisions of the Purchase Agreement with respect to governing law and notices shall be applicable to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement effective as of the date first above written.

ASSIGNOR:

Halloween Express, LLC

By: 

Name: Phillip Morris Scott Smith

Title: Chairman

ASSIGNEE:

Oriental Trading Company, Inc.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement effective as of the date first above written.

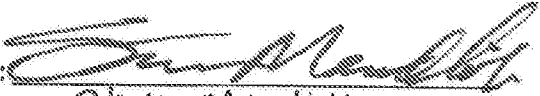
ASSIGNOR:

Halloween Express, LLC

By: _____
Name:
Title:

ASSIGNEE:

Oriental Trading Company, Inc.

By: 
Name: Steve Mendlik
Title: President

[Signature Page to Trademark Assignment Agreement]

Exhibit A

Trademark

Trademark	Reg. No.	Services Description	Registration Date
HALLOWEEN EXPRESS	1,969,633	Retail store services specializing in Halloween related items in Class 42	April 23, 1996