

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tomy Company, Ltd.		05/13/2022	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Racemasters, Inc.		
Street Address:	1005 Standard Street		
Internal Address:	Unit B		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89506		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6104583	AFX	
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:	7029498200		
Email:	pto@lewisroca.com		
Correspondent Name:	Meng Zhong		
Address Line 1:	3993 Howard Hughes Parkway, Suite 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	155328-00001		
NAME OF SUBMITTER:	Meng Zhong		
SIGNATURE:	/Meng Zhong/		
DATE SIGNED:	05/13/2022		
Total Attachments: 3			
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TRADEMARKS ASSIGNMENT AGREEMENT

This Trademarks Assignment Agreement (“Agreement”) is made and entered into as of May 13, 2022 by and between TOMY COMPANY, LTD., a corporation organized and existing under the laws of Japan (“Assignor”) and Racemasters, Inc., a California corporation, located at 1005 Standard Street, Unit B, Reno, Nevada 89506 (“Assignee”) and is effective as of the date first above written.

WHEREAS Assignor hereby confirms that it entered into that certain Asset Assignment and Sales Agreement, dated July 1, 2020, with Assignee (“Assignment Agreement”). In the Assignment Agreement, the parties hereto agreed that upon full payment by Assignee under the Assignment Agreement, Assignor will assign Assignor’s right, title, and interest in and to all Assignor’s intellectual property rights associated with the business of manufacturing, marketing and selling AFX slot cars and related products;

WHEREAS Assignor owns all rights in and to the trademark listed in Exhibit A attached hereto, including all registered, pending and common law rights and the associated goodwill of the business symbolized thereby (“Trademarks”); and

WHEREAS Assignee, an ongoing and existing business, is desirous of acquiring all right, title and interest in and to said Trademarks and has made full payment to Assignor under the Assignment Agreement.

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

1. Assignor hereby assigns, transfers and conveys to Assignee any and all right, title and interest in and to the Trademarks, together with any goodwill of the business symbolized by the Trademarks. Assignor further assigns to Assignee all causes of action and related remedies arising out of or related to past, present or future infringement of the Trademarks. This grant is effective throughout the world, including the United States, EU, UK, Australia, and Canada.

2. Assignee shall have the sole and exclusive authority to file, prosecute and maintain the trademark registrations, state or federal, for the Trademarks. Assignor agrees to execute and complete all necessary documentation, at the Assignee’s expense, to effectuate the transfer of the Trademarks to Assignee, if any.

3. Notwithstanding the foregoing, Assignor bears no responsibility and liability for any use of the Trademarks by Assignee, and Assignee shall defend, indemnify and hold harmless Assignor and its subsidiaries, affiliates, successors and assigns and its and their employees, officers and directors from and against any and all claims, demands, liabilities, damages and expenses (including but not limited to attorney’s fees) arising out of, in relation to, or in connection with any use of the Trademarks by Assignee.

4. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous

written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in New York City, New York, under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

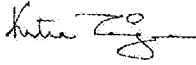
6. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Electronic signature shall be treated as an original signature and executed copies of this Agreement transmitted electronically in portable document format (pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to these treatments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their fully authorized representatives.

TOMY COMPANY LTD.

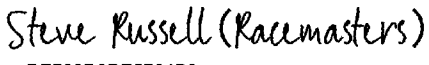
Racemasters, Inc.

By:

DocuSigned by:

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Name: Kantaro Tomiyama
Title: CEO


By:

DocuSigned by:

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Name: Steve Russell
Title: CFO

EXHIBIT A

TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	CLASS	REGISTRATION NUMBER
Australia	AFX	28	1915299
Canada	 (AFX STYLIZED)	28	TMA197143
European Union	AFX	28	017877492
United Kingdom	AFX	28	UK00917877492
United States of America	AFX	28	6104583