

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM734317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nellam Enterprises, LLC		02/07/2022	Limited Liability Company: NEVADA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	97180607	HALCO	
Serial Number:	97180651	HALCO	
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:	16452.51		
NAME OF SUBMITTER:	Olivia Miller		
SIGNATURE:	/Olivia Miller/		
DATE SIGNED:	06/13/2022		
Total Attachments: 6			
source=Assignment between Oriental Trading Company, Inc. and Nellam Enterprises, LLC #page1.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 7, 2022, is made by Nellam Enterprises, LLC, a Nevada limited liability company doing business as Halco (“**Assignor**”), in favor of Oriental Trading Company, Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement by and among Assignor and Buyer, dated as February 7, 2022 (the “**Purchase Agreement**”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Buyer, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Assignor’s right, title, and interest in and to all the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all internet domain name registrations, telephone numbers, email, and social media account or usernames (including “handles”) incorporating any Trademark or any acronym, abbreviation, or component thereof, including the domain names and social media accounts listed on Schedule 2 hereto, and all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto, except for that certain “halco-mas@att.net” email address belonging to Assignor’s principal;

(c) works of authorship, expressions, images, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(g) Assignor hereby constitutes and appoints Buyer as Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead, but for Buyer'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 or expedient in order to vest the aforesaid Assigned IP and causes of action more effectively in Buyer or to protect the same, or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

2. Recordation and Further Actions.

(a) Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. While the Assignor shall take reasonable steps and actions and provide cooperation and assistance, any costs or fees associated with Assignor's compliance with this section shall be borne by the Buyer.

(b) With respect to all internet domain names, telephone numbers, and social media accounts, Assignor covenants, agrees and undertakes to take all steps requested by Buyer which are reasonably necessary to effect such assignment and transfer including, without limitation, executing or causing the completion of the applicable registrant name change agreement or other forms required by the registrar, service provider, or other relevant authority to transfer the domain names and telephone numbers to Buyer; and (ii) submitting the electronic transfer request or other required request to the registrar or other relevant authority to initiate the transfer process to Buyer's preferred registrar or service provider. Following the date hereof, upon Buyer's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

NELLAM ENTERPRISES LLC, a Nevada limited liability company doing business as Halco

By: 

Name: Terri Greenberg

Title: Sole Manager and President

AGREED TO AND ACCEPTED:

BUYER:

ORIENTAL TRADING COMPANY, INC., a Delaware corporation

By: 

Name: Steve Mendlik

Title: President

[SIGNATURE PAGE TO IP ASSIGNMENT]

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Name: Terri Greenberg

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ORIENTAL TRADING COMPANY, INC., a Delaware corporation

By: _____

Name: Steve Mendlik

Title: President


[SIGNATURE PAGE TO IP ASSIGNMENT]

TRADEMARK
REEL: 007750 FRAME: 0322

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

<u>Trademark</u>	<u>Application Serial Number</u>
HALCO In standard characters, without claim to any particular font style, size, or color.	97180607
HALCO + design  The color(s) RED AND WHITE is/are claimed as a feature of the mark. The mark consists of A RECTANGULAR RED SHAPE WITH TWO WHITE HALF-CIRCLES CENTERED AT THE TOP AND BOTTOM OF THE RECTANGLE; THESE HALF-CIRCLES ARE CENTERED ABOVE AND BELOW THE LITERAL ELEMENT HALCO, DISPLAYED IN ALL CAPITAL LETTERS IN WHITE AND CENTERED INSIDE THE RED RECTANGLE.	97180651

- All unregistered common law trademarks