

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J. Lloyd International, Inc. d/b/a J. Lloyd International Corp.		05/27/2022	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VictoryBuy Inc.		
<b>Street Address:</b>	2030 Margaret Avenue		
<b>City:</b>	Scranton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18508		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1895191	TIM MEE TOY	
<b>Registration Number:</b>	1911542	TIM MEE TOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2037875818		
<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>			
<b>Phone:</b>	2037870595		
<b>Email:</b>	delpet@delpet.com		
<b>Correspondent Name:</b>	Delio Peterson & Curcio LLC		
<b>Address Line 1:</b>	700 State Street, Suite 402		
<b>Address Line 4:</b>	NEW HAVEN, CONNECTICUT 06511		
<b>NAME OF SUBMITTER:</b>	Robert Curcio		
<b>SIGNATURE:</b>	/Robert Curcio/		
<b>DATE SIGNED:</b>	07/05/2022		
<b>Total Attachments: 5</b>			
source=Trademark Assignment Agreement_Tim Mee Toy - J. Lloyd International to VictoryBuy Inc.__Revised_Signed#page1.tif			
source=Trademark Assignment Agreement_Tim Mee Toy - J. Lloyd International to VictoryBuy Inc.__Revised_Signed#page2.tif			

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Inc.\_\_Revised\_Signed#page3.tif

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Inc.\_\_Revised\_Signed#page4.tif

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Inc.\_\_Revised\_Signed#page5.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of May [\_\_\_\_], 2022, by and between **J. Lloyd International, Inc. d/b/a J. Lloyd International Corp.**, an Iowa corporation with an address of 6738 6th Street SW, Cedar Rapids, Iowa 52404 ("Assignor"), and **VictoryBuy Inc.**, a Pennsylvania corporation with an address of 2030 Margaret Avenue, Scranton, Pennsylvania 18508 ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, the Parties desire for Assignor to sell, assign, transfer, and convey to Assignee all right, title, and interest in and to the trademarks and the registrations therefor listed in Appendix A (the "Trademarks");

AND WHEREAS, the Parties wish to ratify and confirm such assignment in a writing suitable for recordation with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, and convey to Assignee, its successors and assigns, the following:

a. all right, title, and interest in and to the Trademarks and the registrations therefor and all issuances, extensions, and renewals thereof, together with the goodwill of the business symbolized by and associated with said trademarks;

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

c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any and all of the foregoing; and

d. 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, all for Assignee's use and for the use of its successors and assigns.

2. Recordation; Further Assurances. Assignor hereby authorizes the recordation of this Assignment with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee or any assignee or successor thereto.

3. Assignor's Warranty. Assignor warrants that the Trademarks are free of any liens, restrictions, leases, security interests, claims, charges, or encumbrances as may exist at the time of transfer.

4. Counterparts. This 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 Assignment 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 Assignment.

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

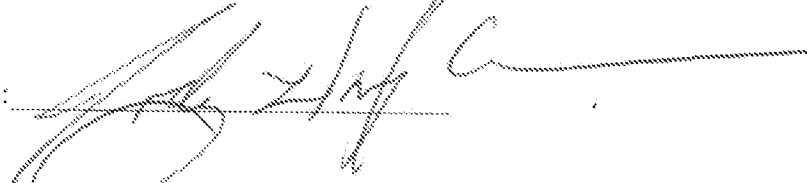
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the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

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor and Assignee hereto have through their duly authorized representatives affixed their signatures below.

**ASSIGNOR**

**J. LLOYD INTERNATIONAL, INC. D/B/A J. LLOYD INTERNATIONAL CORP**

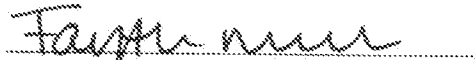
By: 

Officer's Name: Jody L. Keener

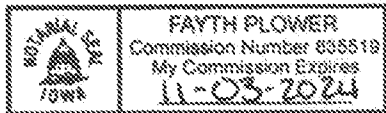
Officer's Title: President

STATE OF Iowa )  
 ) ss:  
COUNTY OF Ann )

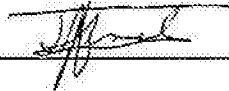
On this 27 day of May, 2022, before me appeared Jody L. Keener, to me known and known to me to be the President of J. LLOYD INTERNATIONAL, INC. D/B/A J. LLOYD INTERNATIONAL CORP., and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

  
Notary Public

(NOTARIAL SEAL)



**ASSIGNEE**  
**VICTORYBUY INC.**

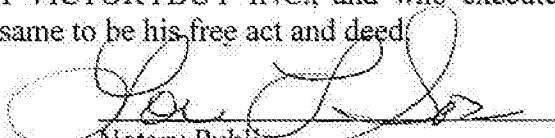
By: 

Officer's Name: Jeffrey D. Imel

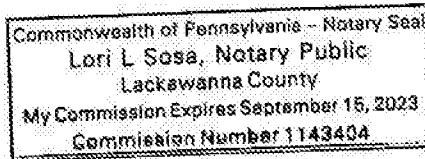
Officer's Title: President

STATE OF Pa )  
COUNTY OF Lackawanna ) ss:  
)

On this 27 day of May, 2022, before me appeared Jeffrey D. Imel, to me known and known to me to be the President of VICTORYBUY INC., and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

  
Notary Public

(NOTARIAL SEAL)



APPENDIX A  
to TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARKS

Mark	Country	Registration No.	Registration Date
TIM MEE TOY	USA	1895191	May 23, 1995
TIM MEE TOY	USA	1911542	August 15, 1995
TIM MEE TOY	CANADA	TMA461469	August 23, 1996
TIM-MEE TOYS	CANADA	TMA218851	February 11, 1977