

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745383

|   |                                     |                          |                       |
|---|-------------------------------------|--------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                          |                       |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST        |                          |                       |
| <b>CONVEYING PARTY DATA</b>   |                                     |                          |                       |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b>    | <b>Entity Type</b>    |
| SPIN MASTER, INC.   |                                     | 08/02/2022               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                          |                       |
| <b>Name:</b>  | SOLIDROOTS, LLC                     |                          |                       |
| <b>Street Address:</b>  | #2354 333 W. 4th St.                |                          |                       |
| <b>City:</b>  | Tulsa                               |                          |                       |
| <b>State/Country:</b>   | OKLAHOMA                            |                          |                       |
| <b>Postal Code:</b>   | 74101                               |                          |                       |
| <b>Entity Type:</b>   | Limited Liability Company: OKLAHOMA |                          |                       |
| <b>PROPERTY NUMBERS Total: 9</b>  |                                     |                          |                       |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>         |                       |
| <b>Serial Number:</b>   | 97366269                            | MA'S DEEP SHINOLA        |                       |
| <b>Serial Number:</b>   | 97366250                            | MOMO'S SHANGHAI RUMMY    |                       |
| <b>Serial Number:</b>   | 97366184                            | SOLIDROOTS               |                       |
| <b>Serial Number:</b>   | 90037777                            | HANG UP + HANG OUT       |                       |
| <b>Serial Number:</b>   | 88659995                            | MIND THE GAP             |                       |
| <b>Serial Number:</b>   | 88363349                            | WHITE ELEPHANT PARTY KIT |                       |
| <b>Serial Number:</b>   | 88363270                            | YANKEE SWAP PARTY KIT    |                       |
| <b>Serial Number:</b>   | 87726435                            | SOLIDROOTS               |                       |
| <b>Serial Number:</b>   | 87209381                            | DIRTY SANTA              |                       |
| <b>CORRESPONDENCE DATA</b>  |                                     |                          |                       |
| <b>Fax Number:</b>  |                                     |                          |                       |
| <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>   | 858-509-4048                        |                          |                       |
| <b>Email:</b>   | sdipdocket@pillsburylaw.com         |                          |                       |
| <b>Correspondent Name:</b>  | Michelle L. Mehok                   |                          |                       |
| <b>Address Line 1:</b>  | 11682 El Camino Real, Suite 200     |                          |                       |
| <b>Address Line 4:</b>  | San Diego, CALIFORNIA 92130         |                          |                       |
| <b>NAME OF SUBMITTER:</b>   | Michelle Mehok                      |                          |                       |

CH \$240.00 97366269

|   |                  |
|---|------------------|
| <b>SIGNATURE:</b>   | /michelle mehok/ |
| <b>DATE SIGNED:</b>   | 08/02/2022       |
| <b>Total Attachments: 8</b><br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page1.tif<br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page2.tif<br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page3.tif<br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page4.tif<br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page5.tif<br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page6.tif<br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page7.tif<br>source=04. Release of Intellectual Property Security Agreement (fully executed)#page8.tif |                  |

## RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of August 2, 2022 (this "Release") by **SPIN MASTER, INC.**, a Delaware corporation (the "Secured Party"), in favor of **SOLIDROOTS, LLC**, an Oklahoma limited liability company (the "Grantor").

WHEREAS, pursuant to a Loan and Security Agreement dated as of June 8, 2022 (the "Loan and Security Agreement"), by and between the Grantor and the Secured Party, the Grantor granted to the Secured Party, a security interest in, among other property, certain intellectual property, including Trademarks of the Grantor listed on Schedule 1 attached hereto (the "Collateral");

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor executed and delivered to the Secured Party an Intellectual Property Security Agreement, dated as of June 8, 2022 (the "Intellectual Property Security Agreement"), which Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on June 9, 2022, in Reel 007747, Frame 0640; and

WHEREAS, the Secured Party has agreed to release all of its rights in the collateral pledged under the Intellectual Property Security Agreement, including, without limitation, the Collateral (the "Released Collateral"), and to reconvey any and all rights Secured Party may have in the Released Collateral to the Grantor.

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement or Intellectual Property Security Agreement.

2. **TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN COLLATERAL.** The Secured Party hereby releases in its entirety all liens and securities interests granted pursuant to the Intellectual Property Security Agreement. The Secured Party hereby reconveys to the Grantor all of Secured Party's right, title, claim and interest in and to the Released Collateral, including, but not limited to:

- (a) its Copyrights and Patents;
- (b) its Trademarks set forth in Schedule 1, hereto;
- (c) any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how and operating manuals;
- (d) any and all source code;

- (e) any and all design rights which may be available to the Grantor;
- (f) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above;
- (g) all goodwill of the business of the Grantor associated with any of the foregoing;  
and
- (h) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

3. **RECORDATION.** The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release of the lien and security interest in the Collateral.

4. **FURTHER ASSURANCE.** The Secured Party hereby agrees to, at the sole expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary, under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary, to effect the release of the lien and security interest in the Collateral contemplated hereby.

5. **CAPTIONS.** The headings used in this Release are for convenience only and shall not affect the interpretation of this Release.

6. **COUNTERPARTS.** This Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Any party may execute and deliver this Release by signing any such counterpart. The words "execution," "signed," "signature" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable Law, including any state Law based on the Uniform Electronic Transactions Act.

7. **MODIFICATION.** This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

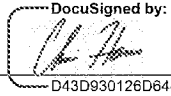
8. **GOVERNING LAW.** The Release and the transactions contemplated hereby and thereby, and the rights and obligations of the parties hereto and thereto, shall be governed by and construed in accordance with the law of the State of New York, without reference to any conflicts of law or choice of law rules that would result in the application of the law of any other jurisdiction.

(Remainder of this page intentionally left blank. Signature on next page.)

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

**SECURED PARTY:**

**SPIN MASTER, INC.**, a Delaware corporation

By:  \_\_\_\_\_  
D43D930126D644A...

Name: Chris Harrs

Title: Director

#10053, 300 International Drive, Suite 100  
Williamsville, New York, 14221

**GRANTOR:**

**SOLIDROOTS, LLC**, an Oklahoma limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#2354 333 W. 4th St.  
Tulsa OKLAHOMA 74101

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**SECURED PARTY:**

**SPIN MASTER, INC.**, a Delaware corporation

By: \_\_\_\_\_

Name: Chris Harrs

Title: Director

#10053, 300 International Drive, Suite 100  
Williamsville, New York, 14221

**GRANTOR:**

**SOLIDROOTS, LLC**, an Oklahoma limited liability company

By:  \_\_\_\_\_

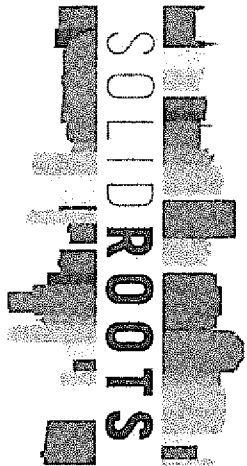
Name: Jennifer Armstrong

Title: CEO

#2354 333 W. 4th St.  
Tulsa OKLAHOMA 74101

**Schedule 1 – Trademarks**


(Attached)



**Trademarks at the US Patent and Trademark Office as of May 14, 2022 - Applications and Registrations**

| Serial Number        | Reg. Number | Word Mark                     | Check Status by clicking on link | International Class(es) & Good(s) / Service(s)  | Status / Comments   |
|----------------------|-------------|-------------------------------|----------------------------------|---|---|
| 1<br><u>97366291</u> |             | <u>LAUNCH PARTY</u>           | <u>TSDR</u>                      | IC 028. Board games; board games where entrepreneurs pitch to investors                     | Intent to use application filed on April 15, 2022.<br>Awaiting examination.   |
| 2<br><u>97366279</u> |             | <u>SOLIDROOTS HINKY PINKY</u> | <u>TSDR</u>                      | IC 028. Card games  | Intent to use application filed on April 15, 2022.<br>Awaiting examination.   |
| 3<br><u>97366269</u> |             | <u>M.A.S DEEP SHINOLA</u>     | <u>TSDR</u>                      | IC 028. Card games; FIRST USE: 20200701. FIRST USE IN COMMERCE: 20210501                    | Use in commerce application filed on April 15, 2022.<br>Awaiting examination. |
| 4<br><u>97366250</u> |             | <u>MOMO'S SHANGHAI RUMMY</u>  | <u>TSDR</u>                      | IC 028. Card games; FIRST USE: 19821101. FIRST USE IN COMMERCE: 20190501                    | Use in commerce application filed on April 15, 2022.<br>Awaiting examination. |
| 5<br><u>97366184</u> |             | <u>SOLIDROOTS</u>             | <u>TSDR</u>                      | IC 028. Board games; card games; party games; trivia games; toy boxes; FIRST USE: 20170900. | Use in commerce application filed on April 15, 2022.<br>Awaiting examination. |



|    |                 |                |   |             |  |   |
|----|-----------------|----------------|---|-------------|--|---|
|    |                 |                |   |             | FIRST USE IN COMMERCE:<br>20180700   |   |
| 6  | <u>90037777</u> | <u>6472463</u> | <u>HANG UP + HANG OUT</u>   | <b>TSDR</b> | IC 020. Wood boxes; Decorative boxes made of wood; Wooden boxes with a locked storage area for personal items; Non-metal storage boxes for general use. FIRST USE: 20200106. FIRST USE IN COMMERCE: 20210118   | Mark is registered.<br>Must be renewed between the 5 <sup>th</sup> and 6 <sup>th</sup> years after registration date, between the 9 <sup>th</sup> and 10 <sup>th</sup> years after registration date, and every 10 years thereafter.      |
| 7  | <u>88659995</u> | <u>6212551</u> | <u>MIND THE GAP</u>   | <b>TSDR</b> | IC 028. Trivia game relation to the generation gap played with cards and game components. FIRST USE: 20200601. FIRST USE IN COMMERCE: 20200701   | Mark is registered.<br>Must be renewed between the 5 <sup>th</sup> and 6 <sup>th</sup> years after registration date, between the 9 <sup>th</sup> and 10 <sup>th</sup> years after registration date, and every 10 years thereafter.      |
| 8  | <u>98363349</u> | <u>5823790</u> | <u>WHITE ELEPHANT PARTY KIT</u><br><b>WHITE ELEPHANT</b><br><small>PARTY KIT</small>                              | <b>TSDR</b> | IC 028. Novelty board games; Equipment set sold as a unit for playing a novelty board game with different variations of play, comprised primarily of a playing board, playing cards, playing pieces and also including rules of play. FIRST USE: 20170900. FIRST USE IN COMMERCE: 20180600 | Logo mark is registered.<br>Must be renewed between the 5 <sup>th</sup> and 6 <sup>th</sup> years after registration date, between the 9 <sup>th</sup> and 10 <sup>th</sup> years after registration date, and every 10 years thereafter. |
| 9  | <u>88363270</u> | <u>5823789</u> | <u>YANKEE SWAP PARTY KIT</u><br> | <b>TSDR</b> | IC 028. Novelty board games; Equipment set sold as a unit for playing a novelty board game with different variations of play, comprised primarily of a playing board, playing cards, playing pieces and also including rules of play. FIRST USE: 20170900. FIRST USE IN COMMERCE: 20180600 | Logo mark is registered.<br>Must be renewed between the 5 <sup>th</sup> and 6 <sup>th</sup> years after registration date, between the 9 <sup>th</sup> and 10 <sup>th</sup> years after registration date, and every 10 years thereafter. |
| 10 | <u>87726435</u> | <u>5577332</u> | <u>SOLIDROOTS</u>   | <b>TSDR</b> | IC 035. On-line wholesale and retail store services featuring party games. FIRST USE: 20170900. FIRST USE IN COMMERCE: 20180700  | Logo mark is registered.<br>Must be renewed between the 5 <sup>th</sup> and 6 <sup>th</sup> years after registration date, between the 9 <sup>th</sup> and 10 <sup>th</sup>   |

|    |                 |                |                    |             |  |   |
|----|-----------------|----------------|--------------------|-------------|--|---|
|    |                 |                |                    |             |  | years after registration date, and every 10 years thereafter.   |
| 11 | <u>87209384</u> | <u>5629633</u> | <u>DIRTY SANTA</u> | <u>TSDR</u> | IC: 028, US 022, 023, 038, 050, G & S; Party games, FIRST USE: 20170900, FIRST USE IN COMMERCE: 20180600 | Mark is registered. Must be renewed between the 5 <sup>th</sup> and 6 <sup>th</sup> years after registration date, between the 9 <sup>th</sup> and 10 <sup>th</sup> years after registration date, and every 10 years thereafter. |

Please contact Stephanie Pottick @ [stephanie@potticklaw.com](mailto:stephanie@potticklaw.com) with any questions.

Thank you.

TRADEMARK